

CITY OF SANTA BARBARA CITY COUNCIL

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Stephen P. Wiley
City Attorney

City Hall
735 Anacapa Street
<http://www.SantaBarbaraCA.gov>

JULY 3, 2012 AGENDA

ORDER OF BUSINESS: Regular meetings of the Finance Committee and the Ordinance Committee begin at 12:30 p.m. The regular City Council meeting begins at 2:00 p.m. in the Council Chamber at City Hall.

REPORTS: Copies of the reports relating to agenda items are available for review in the City Clerk's Office, at the Central Library, and <http://www.SantaBarbaraCA.gov>. In accordance with state law requirements, this agenda generally contains only a brief general description of each item of business to be transacted or discussed at the meeting. Should you wish more detailed information regarding any particular agenda item, you are encouraged to obtain a copy of the Council Agenda Report (a "CAR") for that item from either the Clerk's Office, the Reference Desk at the City's Main Library, or online at the City's website (<http://www.SantaBarbaraCA.gov>). Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office located at City Hall, 735 Anacapa Street, Santa Barbara, CA 93101, during normal business hours.

PUBLIC COMMENT: At the beginning of the 2:00 p.m. session of each regular City Council meeting, and at the beginning of each special City Council meeting, any member of the public may address the City Council concerning any item not on the Council's agenda. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that public comment is taken up by the City Council. Should City Council business continue into the evening session of a regular City Council meeting at 6:00 p.m., the City Council will allow any member of the public who did not address them during the 2:00 p.m. session to do so. The total amount of time for public comments will be 15 minutes, and no individual speaker may speak for more than 1 minute. The City Council, upon majority vote, may decline to hear a speaker on the grounds that the subject matter is beyond their jurisdiction.

REQUEST TO SPEAK: A member of the public may address the Finance or Ordinance Committee or City Council regarding any scheduled agenda item. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that the item is taken up by the Finance or Ordinance Committee or City Council.

CONSENT CALENDAR: The Consent Calendar is comprised of items that will not usually require discussion by the City Council. A Consent Calendar item is open for discussion by the City Council upon request of a Councilmember, City staff, or member of the public. Items on the Consent Calendar may be approved by a single motion. Should you wish to comment on an item listed on the Consent Agenda, after turning in your "Request to Speak" form, you should come forward to speak at the time the Council considers the Consent Calendar.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to gain access to, comment at, or participate in this meeting, please contact the City Administrator's Office at 564-5305 or inquire at the City Clerk's Office on the day of the meeting. If possible, notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements in most cases.

TELEVISION COVERAGE: Each regular City Council meeting is broadcast live in English and Spanish on City TV Channel 18 and rebroadcast in English on Wednesdays and Thursdays at 7:00 p.m. and Saturdays at 9:00 a.m., and in Spanish on Sundays at 4:00 p.m. Each televised Council meeting is closed captioned for the hearing impaired. Check the City TV program guide at www.citytv18.com for rebroadcasts of Finance and Ordinance Committee meetings, and for any changes to the replay schedule.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CEREMONIAL ITEMS

1. Subject: Employee Recognition - Service Award Pins (410.01)

Recommendation: That Council authorize the City Administrator to express the City's appreciation to employees who are eligible to receive service award pins for their years of service through July 31, 2012.

CHANGES TO THE AGENDA

PUBLIC COMMENT

CONSENT CALENDAR

2. Subject: Records Destruction For Police Department (160.06)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Police Department in the Administrative Services, Patrol, and Chief's Staff Divisions.

3. Subject: Records Destruction For Fire Department (160.06)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Fire Department in the Administration Division.

4. Subject: Approve Local Share Of Funding For Bicycle Transportation Account (530.04)

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Certifying that the City Will Make the Required Ten Percent Local Share of Funding Available for the Cacique Bicycle and Pedestrian Bridge Replacement Project, Should a Bicycle Transportation Account Award be Made in the Year 2012.

CONSENT CALENDAR (CONT'D)

5. Subject: Approval Of Consulting Services For Sewer Maintenance And Operations Training For Wastewater Collection Field Crews (540.13)

Recommendation: That Council authorize the Public Works Director to execute a professional services agreement with Tilson & Associates, LLC, in an amount not to exceed \$59,268, for onsite sewer system operation and maintenance training services.

6. Subject: Approve Sole Source Purchasing Request For Parking Revenue Control Equipment And Parts (550.01)

Recommendation: That Council waive compliance with formal bid procedure pursuant to Santa Barbara Municipal Code section 4.52.070(K) and authorize the sole source purchase of Skidata, Inc., parking revenue control equipment and parts from Sentry Control Systems, for a period of five years, and authorize a contract with Sentry Control Systems to provide equipment services for the five-year period.

7. Subject: Approve Waiver Of Formal Competition Requirement For Asphalt Vendors For Street Repairs (530.04)

Recommendation: That Council find it in the City's best interest to waive formal competitive bid requirements for asphalt sources for street maintenance and repair and authorize the General Services Manager to issue purchase orders to two vendors for asphalt, Vulcan Materials Company and Granite Construction, in a combined amount not to exceed \$90,000 for Fiscal Year 2013, and for up to four additional fiscal years in combined amounts not to exceed the amount set aside for this purpose in the budget adopted by Council for each fiscal year.

8. Subject: Measure A Cooperative Work Agreement (150.03)

Recommendation: That Council:

- A. Authorize the Public Works Director to execute a cooperative work agreement between the City of Santa Barbara and the Santa Barbara County Association of Governments (SBCAG);
- B. Accept Measure A South Coast Bicycle and Pedestrian Program funding in the total amount of \$96,000 for the Goleta Slough Bridge Repair Project; and
- C. Increase of estimated revenues and appropriations in the Fiscal Year 2013 Streets Capital Fund by \$96,000 for the Goleta Slough Bridge Repair Project.

CONSENT CALENDAR (CONT'D)

9. Subject: Increase In Construction Change Order Authority For Ortega Groundwater Treatment Plant Rehabilitation And Improvements Project (540.10)

Recommendation: That Council:

- A. Authorize an increase in the Public Works Director's Change Order Authority to approve expenditures for extra work associated with unforeseen soils contamination for the Ortega Groundwater Treatment Plant Rehabilitation and Improvements Project, Contract No. 23,863 with PCL Construction, Inc., in the amount of \$141,623 for a total expenditure authority of \$640,027; and
- B. Authorize an increase in the Public Works Director's Extra Services Authority to approve expenditures for extra work associated with unforeseen soils contamination for the Ortega Groundwater Treatment Plant Rehabilitation and Improvements Project, Contract No. 23,865 with Penfield & Smith in the amount of \$172,108.11 for a total expenditure authority of \$235,166.11.

10. Subject: Grant Agreement With South Coast Community Media Access Center (510.04)

Recommendation: That Council authorize the Finance Director to execute a grant agreement, in a form acceptable to the City Attorney, with the South Coast Community Media Access Center for management of the public and educational access television channels in an amount of \$288,800 plus an amount not to exceed \$32,659 for capital equipment, covering the period from July 1, 2012 to June 30, 2013.

11. Subject: Agreements For Afterschool Recreation Programs (570.06)

Recommendation: That Council:

- A. Authorize the Parks and Recreation Director to enter into two agreements with the Santa Barbara Unified School District (SBUSD) for the Recreation Afterschool Program (RAP) and Afterschool Opportunities for Kids (A-OK) program;
- B. Authorize the Parks and Recreation Director to enter into an agreement with the SBUSD and Santa Barbara Police Activities League (PAL) for the Junior High Afterschool Sports Program;
- C. Decrease Miscellaneous Grants Fund appropriations and estimated revenues in the Parks and Recreation Department by \$77,935; and
- D. Increase General Fund appropriations and estimated revenues in the Parks and Recreation Department by \$1,827.

CONSENT CALENDAR (CONT'D)

12. Subject: Lease Agreements For The Westside Neighborhood Center And The Louise Lowry Davis Center (330.04)

Recommendation: That Council authorize the Parks and Recreation Director to execute annual lease agreements with various non-profit entities at the Westside Neighborhood Center and the Louise Lowry Davis Center.

13. Subject: Santa Barbara Zoological Gardens Lease (330.04)

Recommendation: That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving a Thirty-Five-Year Lease Agreement With A Fifteen-Year Lease Option, Between the City of Santa Barbara and the Santa Barbara Zoological Gardens Foundation for Continued Lease of the Property Being Operated as the Santa Barbara Zoological Gardens, Commonly Known as the Santa Barbara Zoo.

14. Subject: Proposed FY 2013 Airline Rates And Charges For New Terminal (560.01)

Recommendation: That Council approve airline rates and charges for the new Airline Terminal including an annual Airline Terminal building space square footage rate of \$85; a boarding bridge fee of \$65 per turn; and landing fee of \$3.40 per thousand pounds of gross landed weight effective July 1, 2012 through June 30, 2013.

15. Subject: Acceptance Of Federal Aviation Administration Airport Improvement Program Grant Offer For Santa Barbara Airport (560.04)

Recommendation: That Council accept and authorize the Airport Director to execute, on behalf of the City, a FAA Grant offer in an amount not to exceed \$2,800,000 in Airport Improvement Program funds. The funds will be used for the Airport Terminal Improvement project, Phase V and the rehabilitation of Taxiways C, H, and J, Phase I.

NOTICES

16. The City Clerk has on Thursday, June 28, 2012, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.

17. Cancellation of the regular City Council meeting of July 10, 2012.

This concludes the Consent Calendar.

CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS

CITY ADMINISTRATOR

18. Subject: Participation In Nextdoor Neighborhood Website (180.02)

Recommendation: That Council approve the City's participation in the Nextdoor neighborhood website to help the City communicate with residents on neighborhood issues, services and activities.

COUNCIL AND STAFF COMMUNICATIONS

COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

CLOSED SESSIONS

19. Subject: Conference With Labor Negotiator (440.05)

Recommendation: That Council hold a closed session, per Government Code Section 54957.6, to consider instructions to City negotiator Kristy Schmidt, Employee Relations Manager, regarding negotiations with the City's General bargaining unit, the Police Management Association, and regarding discussions with certain unrepresented managers about salaries and fringe benefits.

Scheduling: Duration, 30 minutes; anytime

Report: None anticipated

ADJOURNMENT



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Employee Recognition – Service Award Pins

RECOMMENDATION:

That Council authorize the City Administrator to express the City's appreciation to employees who are eligible to receive service award pins for their years of service through July 31, 2012.

DISCUSSION:

Since 1980, the City Employees' Recognition Program has recognized length of City Service. Service award pins are presented to employees for every five years of service. Those employees achieving 25 years of service or more are eligible to receive their pins in front of the City Council.

Attached is a list of those employees who will be awarded pins for their service through July 31, 2012.

ATTACHMENT: July 2012 Service Awards

SUBMITTED BY: Marcelo López, Assistant City Administrator

APPROVED BY: City Administrator's Office

JULY 2012 SERVICE AWARDS

JULY 3, 2012 Council Meeting

5 YEARS

Yesenia Gomez, Administrative Specialist, Administrative Services
Margaret Burbank, Redevelopment Specialist, Community Development Department
Daniel Gullett, Associate Planner, Community Development Department
Brian D'Amour, Supervising Engineer, Public Works Department
Jose Zarate, Streets Maintenance Worker I, Public Works Department
James Dewey, Facilities & Energy Manager, Public Works Department
Robert Benson, Creeks Restoration/Clean Water Manager, Parks & Recreation
Department

10 YEARS

Michael Berman, Project Planner, Community Development Department

15 YEARS

Robert Kendall, Fire Engineer, Fire Department
Robert Oshiro, Fire Engineer, Fire Department
Joseph Tieso, Fire Captain, Fire Department
Robin Hamlin, Administrative Assistant, Public Works Department
Stephen Corral, Treatment Plant Technician, Public Works Department

25 YEARS

Jose Yanez, Accounting Assistant, Finance Department

30 YEARS

Barbara Barker, Human Resources Manager, Administrative Services



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Community Services Division, Police Department

SUBJECT: Records Destruction For Police Department

RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Police Department in the Administrative Services, Patrol, and Chief's Staff Divisions.

DISCUSSION:

The City Council adopted Resolution No. 12-008 on February 14, 2012, approving the City of Santa Barbara Records Management Policies and Procedures Manual. The Manual contains the records retention and disposition schedules for all City departments. The schedules are a comprehensive listing of records created or maintained by the City, the length of time each record should be retained, and the legal retention authority. If no legal retention authority is cited, the retention period is based on standard records management practice.

Pursuant to the Manual, the Chief of Police submitted a request for records destruction to the City Clerk Services Manager to obtain written consent from the City Attorney. The City Clerk Services Manager agreed that the list of records proposed for destruction conformed to the retention and disposition schedules. The City Attorney has consented in writing to the destruction of the proposed records.

The Chief of Police requests that the City Council approve the destruction of the Police Department records in the Administrative Services, Patrol, and Chief's Staff Divisions listed on Exhibit A of the proposed Resolution, without retaining a copy.

SUSTAINABILITY IMPACT:

Under the City's Sustainable Santa Barbara Program, one of the City's goals is to increase recycling efforts and divert waste from landfills. The Citywide Records Management Program provides that records approved for destruction be recycled, reducing paper waste.

Council Agenda Report
Records Destruction For Police Department
July 3, 2012
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PREPARED BY: Doug Kresky, Police Lieutenant

SUBMITTED BY: Camerino Sanchez, Chief of Police

APPROVED BY: City Administrator's Office

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA RELATING TO THE DESTRUCTION OF RECORDS HELD BY THE POLICE DEPARTMENT IN THE ADMINISTRATIVE SERVICES, PATROL, AND CHIEF'S STAFF DIVISIONS

WHEREAS, the City Council adopted Resolution No. 12-008 on February 14, 2012, approving the City of Santa Barbara Records Management Policies and Procedures Manual;

WHEREAS, the City of Santa Barbara Records Management Policies and Procedures Manual contains the records retention and disposition schedules for all City departments. The records retention and disposition schedules are a comprehensive listing of records created or maintained by the City, the length of time each record should be retained, and the legal retention authority. If no legal retention authority is cited, the retention period is based on standard records management practice;

WHEREAS, Government Code section 34090 provides that, with the approval of the City Council and the written consent of the City Attorney, the head of a City department may destroy certain city records, documents, instruments, books or papers under the Department Head's charge, without making a copy, if the records are no longer needed;

WHEREAS, the Chief of Police submitted a request for the destruction of records held by the Police Department to the City Clerk Services Manager to obtain written consent from the City Attorney. A list of the records, documents, instruments, books or papers proposed for destruction is attached hereto as Exhibit A and shall hereafter be referred to collectively as the "Records";

WHEREAS, the Records do not include any records affecting title to real property or liens upon real property, court records, records required to be kept by statute, records less than two years old, video or audio recordings that are evidence in any claim or pending litigation, or the minutes, ordinances or resolutions of the City Council or any City board or commission;

WHEREAS, the City Clerk Services Manager agrees that the proposed destruction conforms to the City's retention and disposition schedules;

WHEREAS, the City Attorney consents to the destruction of the Records; and

WHEREAS, the City Council of the City of Santa Barbara finds and determines that the Records are no longer required and may be destroyed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA that the Chief of Police, or his designated representative, is authorized and directed to destroy the Records without retaining a copy.

POLICE DEPARTMENT

BUSINESS OFFICE

Records Series

Personnel Background Files (Unsuccessful)

Date(s)

2006 and prior

INTERNAL AFFAIRS

Records Series

Internal Affairs Files

Administrative Complaints

Citizen Complaints

Date(s)

4/1/2010 and prior

4/1/2007 and prior

PARKING ENFORCEMENT

Records Series

Parking Statistics

Date(s)

2008 – 2/2009

TRAFFIC SECTION

Records Series

Justice Department Grant Files

Date(s)

2008 and prior

PATROL ADMINISTRATION

Records Series

Daily Work Schedules

Administrative Subject File

Date(s)

2009 and prior

2006 and prior

RECORDS BUREAU

Records Series

Abandoned Vehicle Reports

Citation Purge Books

Citations

Criminal History Request Files

Field Interview Cards

Tickets

Pawn Files

Date(s)

2009 and prior

2004 and prior

2009 and prior

2009 and prior

2009 and prior

2009 and prior

2004 and prior

EXHIBIT A

SPECIAL EVENTS

Records Series

Special Events Permits

Date(s)

2006 and prior

ANIMAL CONTROL

Records Series

Animal Bite Reports and Quarantine Notices

Dog License Files

Kennel Cards

Veterinarian's Bills

Date(s)

1996 and prior

2008 and prior

2008 and prior

7/1/2003 and prior



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Administration Division, Fire Department

SUBJECT: Records Destruction For Fire Department

RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Relating to the Destruction of Records Held by the Fire Department in the Administration Division.

DISCUSSION:

The City Council adopted Resolution No. 12-008 on February 14, 2012, approving the City of Santa Barbara Records Management Policies and Procedures Manual. The Manual contains the records retention and disposition schedules for all City departments. The schedules are a comprehensive listing of records created or maintained by the City, the length of time each record should be retained, and the legal retention authority. If no legal retention authority is cited, the retention period is based on standard records management practice.

Pursuant to the Manual, the Fire Chief submitted a request for records destruction to the City Clerk Services Manager to obtain written consent from the City Attorney. The City Clerk Services Manager agreed that the list of records proposed for destruction conformed to the retention and disposition schedules. The City Attorney has consented in writing to the destruction of the proposed records.

The Fire Chief requests that the City Council approve the destruction of the Fire Department records in the Administration Division listed on Exhibit A of the proposed Resolution, without retaining a copy.

SUSTAINABILITY IMPACT:

Under the City's Sustainable Santa Barbara Program, one of the City's goals is to increase recycling efforts and divert waste from landfills. The Citywide Records Management Program provides that records approved for destruction be recycled, reducing paper waste.

Council Agenda Report
Records Destruction For Fire Department
July 3, 2012
Page 2

PREPARED BY: Carol Lupo, Executive Assistant

SUBMITTED BY: Andrew J. DiMizio, Fire Chief

APPROVED BY: City Administrator's Office

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SANTA BARBARA RELATING TO THE DESTRUCTION OF
RECORDS HELD BY THE FIRE DEPARTMENT IN THE
ADMINISTRATION DIVISION

WHEREAS, the City Council adopted Resolution No. 12-008 on February 14, 2012, approving the City of Santa Barbara Records Management Policies and Procedures Manual;

WHEREAS, the City of Santa Barbara Records Management Policies and Procedures Manual contains the records retention and disposition schedules for all City departments. The records retention and disposition schedules are a comprehensive listing of records created or maintained by the City, the length of time each record should be retained, and the legal retention authority. If no legal retention authority is cited, the retention period is based on standard records management practice;

WHEREAS, Government Code section 34090 provides that, with the approval of the City Council and the written consent of the City Attorney, the head of a City department may destroy certain city records, documents, instruments, books or papers under the Department Head's charge, without making a copy, if the records are no longer needed;

WHEREAS, the Fire Chief submitted a request for the destruction of records held by the Fire Department to the City Clerk Services Manager to obtain written consent from the City Attorney. A list of the records, documents, instruments, books or papers proposed for destruction is attached hereto as Exhibit A and shall hereafter be referred to collectively as the "Records";

WHEREAS, the Records do not include any records affecting title to real property or liens upon real property, court records, records required to be kept by statute, records less than two years old, video or audio recordings that are evidence in any claim or pending litigation, or the minutes, ordinances or resolutions of the City Council or any City board or commission;

WHEREAS, the City Clerk Services Manager agrees that the proposed destruction conforms to the City's retention and disposition schedules;

WHEREAS, the City Attorney consents to the destruction of the Records; and

WHEREAS, the City Council of the City of Santa Barbara finds and determines that the Records are no longer required and may be destroyed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA that the Fire Chief, or his designated representative, is authorized and directed to destroy the Records without retaining a copy.

FIRE DEPARTMENT – ADMINISTRATION DIVISION

<u>Records Series</u>	<u>Date(s)</u>
Budget Working Papers	2005-2007
Complaints	1994-2004
Correspondence	1971-2004
Personnel Recruitment Files	1997-2004
Publications	1973-1997
Reports and Studies	1979, 1999
Staff Working Papers	2000-2005
Subject Files	1974-6/2009
Timesheets	2002-2005
Personnel Medical Records (Fire)	1928-1980



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Transportation Division, Public Works Department

SUBJECT: Approve Local Share Of Funding For Bicycle Transportation Account

RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Certifying that the City Will Make the Required Ten Percent Local Share of Funding Available for the Cacique Bicycle and Pedestrian Bridge Replacement Project, Should a Bicycle Transportation Account Award be Made in the Year 2012.

DISCUSSION:

The State of California recently solicited applications to fund bicycle projects with the potential to improve the safety and convenience of bicycle commuting. For the purpose of this application, the Streets and Highways Code Section 890.3 defines a bicycle commuter as "... a person making a trip by bicycle primarily for transportation purposes, including, but not limited to, travel to work, school, shopping, or other destination that is a center of activity and does not include a trip by bicycle primarily for physical exercise or recreation without such a destination." Because the City has a State approved Bicycle Master Plan, it is eligible to apply for Bicycle Transportation Account (BTA) funds from Caltrans. Submittal of a Council Resolution supporting the local cost share of ten percent funding is a requirement of the Caltrans BTA funding request.

On April 27, 2012, staff applied for funds from the Caltrans BTA for a non-motorized bridge replacement project to improve facilities for cyclists on the Cacique Street foot bridge over Sycamore Creek (Creek). Lighting will be added near the crossing and on the bridge to improve safety and visibility at night, creating an attractive corridor for pedestrians and cyclists. Funding was also requested to provide street lighting along Cacique between Salinas and Quarantina Streets to make this stretch of Cacique Street a more inviting corridor for bicyclists and pedestrians. Staff has received many complaints and concerns from neighbors over the years regarding lack of adequate lighting on Cacique Street and at the bridge for pedestrians, and has received requests to improve the bridge. The Santa Barbara Police Department (Police Department) is also supportive of the proposed improvements.

Currently, the bridge is only wide enough for bicycles to cross one way at a time. If a person is walking or biking across the bridge one way, someone biking from the other direction must wait for that person to complete the crossing before riding across. Observations have shown that some cyclists feel more comfortable walking their bicycle across the bridge because they do not feel comfortable riding on such a narrow bridge. Since travel can only occur one direction at a time for cyclists, and some feel they must dismount to cross the Creek, this may deter cyclists from using this route due to real and perceived delay. The proposed Cacique Bicycle and Pedestrian Bridge Replacement Project (Project) involves replacing the substandard single lane pedestrian foot bridge with a Class I two-way bicycle and pedestrian bridge with lighting over the Creek. The east bank will be set back (20 percent slope) to reduce flooding in peak season and allow for more habitat restoration. As a result, there will be less paved area at the top of bank. The Police Department has pointed out that the extra pavement at the east terminus of Cacique Creek has been an unattractive nuisance for loitering and illegal activities. More street lighting in the Project vicinity will discourage illegal activities and increase the safety of pedestrians and bicylists.

The Project is consistent with Section 4 of the Circulation Element of the General Plan to maintain the system of bikeways. It is also consistent with Bicycle Master Plan Policies that specify that:

- The bikeway network needs to be maintained and existing facilities must be kept in a safe and good condition;
- The network of bicycle facilities needs to be enhanced; and
- Funding sought for maintenance projects is outside the scope of the City's regular maintenance program.

The Project will benefit bicycle commuters and bicyclists making utilitarian trips within and to/from the Lower Eastside neighborhood. Recently, Caltrans completed the vehicular underpass at Cacique Street under Highway 101 as a part of the Highway 101 Widening and Improvement Project, connecting Cacique Street to South Milpas Street, which is the main commercial center for the Eastside neighborhood. The vehicular undercrossing includes both bicycle lanes and sidewalks. This connection is especially important for non-vehicular modes because it allows bicyclists and pedestrians to cross Highway 101 and connect to downtown, as well as commercial and recreational areas, without negotiating a freeway interchange. With this new connection, Cacique Street is prime for bicycle improvements as it provides a regional connection, identified in the 1998 Bicycle Master Plan community outreach and final document.

BUDGET/FINANCIAL INFORMATION:

In addition to replacing the substandard and unsafe bridge by adding safety lighting, the Project will widen the Creek in accordance with the Lower Sycamore Creek Flood Capacity Plan. Public Works will coordinate the project and funding to meet City goals.

The Project is listed in the Six-Year Capital Improvement Program Document (Capital Plan). The Capital Plan identifies funded and unfunded capital projects that address the City's infrastructure and major equipment needs. The Capital budget was adopted by Council subsequent to Planning Commission and Transportation and Circulation Committee input at public meetings.

Although the Project is listed in the Capital Plan, it has remained unfunded, as it competes with other capital projects. Applying for Caltrans funds for this Project will free-up City funds for other capital projects in upcoming Streets Program budgets.

The estimated Project cost is \$1,377,211. If the City is awarded funds from the BTA, Caltrans requires the City to contribute at least a 10 percent match. To remain competitive, the City would contribute a minimum of \$365,959 which will be provided by the Streets Capital fund. If this grant application is successful, additional grant funding may be sought for Creek bank work and habitat restoration.

SUSTAINABILITY IMPACT:

The Lower Eastside uses of walking and biking for trips are relatively high, as the location is a walkable and bikable distance to commercial corridors and other destinations. This Project enhances a valuable connection between the Lower Eastside and commercial, employment and recreational destinations. By maintaining the City's existing bicycle paths, the Project will promote cycling by providing a safe route for cyclists and will benefit the City's sustainability goals by reducing energy consumption and carbon emissions related to motor vehicle use.

PREPARED BY: Browning Allen, Transportation Manager/SG/kts

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office

RESOLUTION NO. ____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA CERTIFYING THAT THE CITY WILL MAKE THE REQUIRED TEN PERCENT LOCAL SHARE OF FUNDING AVAILABLE FOR THE CACIQUE BICYCLE AND PEDESTRIAN BRIDGE REPLACEMENT PROJECT, SHOULD A BICYCLE TRANSPORTATION ACCOUNT AWARD BE MADE IN THE YEAR 2012

WHEREAS, The Bicycle Master Plan of the City of Santa Barbara was adopted in 2008;

WHEREAS, the subsequent finding by Caltrans that the Bicycle Master Plan was compliant with State law makes the City of Santa Barbara eligible for Bicycle Transportation Account funding;

WHEREAS, Implementation Strategy 2.1.12 of the Bicycle Master Plan is to apply for local, state, and federal grants for bicycle project funding;

WHEREAS, Circulation Element Policy 4.2 specifies that the City shall work to expand, enhance, and maintain the system of bikeways to serve current community needs;

WHEREAS, Circulation Element strategy 4.2.2 specifies to keep bike facilities well maintained;

WHEREAS, on April 27, 2012, the City of Santa Barbara applied for funds from the Caltrans Bicycle Transportation Account for a non-motorized bridge replacement project to improve facilities for cyclists on the Cacique Street foot bridge over Sycamore Creek; and

WHEREAS, if the City is awarded funds from the Bicycle Transportation Account, Caltrans requires the City to contribute at least a 10 percent match.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SANTA BARBARA AS FOLLOWS:

SECTION 1. That the City of Santa Barbara certifies that the required minimum ten (10) percent local share of funding for the Cacique Bicycle and Pedestrian Bridge Replacement Project will be made available should a Bicycle Transportation Account project award be made in the year 2012.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Water Resources Division, Public Works Department

SUBJECT: Approval Of Consulting Services For Sewer Maintenance And Operations Training For Wastewater Collection Field Crews

RECOMMENDATION:

That Council authorize the Public Works Director to execute a professional services agreement with Tilson & Associates, LLC, in an amount not to exceed \$59,268, for onsite sewer system operation and maintenance training services. .

DISCUSSION:

The Public Works Department's Wastewater Collection division maintains approximately 257 miles of sanitary sewer lines. The primary objective for the division is to perform timely maintenance and repair of the wastewater collection system to prevent sanitary sewer overflows. Important to this effort are thorough and periodic pipe cleaning and accurate recordkeeping.

The proposed consulting services will provide the Wastewater Collection division staff with field operations training and documentation of updated procedures for both standard and emergency operations. The field training will assess existing cleaning practices and provide updated procedures that ensure higher efficiency, effectiveness, and accurate data collection. Documentation of the new standard operating procedures will codify best practices taught to crews for cleaning sewer mains, selecting cleaning tools, data collection, record keeping, and inventory management.

Tilson & Associates, LLC (Tilson), has provided similar services to many public sewer collection agencies and has a successful record of providing technical training to public agency sewer collection field employees, resulting in improved system performance. Contract services will be provided over eighteen months.

Staff has negotiated reduced consulting rates with Tilson that are lower than the rates charged to other public entities for similar consulting work. The negotiated proposal and rates are acceptable to Tilson.

BUDGET/FINANCIAL INFORMATION:

There are sufficient appropriated funds in the Wastewater Operating Fund to cover the cost of the onsite consulting services.

At the July 3, 2012 Water Commission meeting, the Board of Water Commissioners unanimously approved staff's recommendation.

PREPARED BY: Christopher Toth, Wastewater System Manager/avb

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Transportation Division, Public Works Department

SUBJECT: Approve Sole Source Purchasing Request For Parking Revenue Control Equipment And Parts

RECOMMENDATION:

That Council waive compliance with formal bid procedure pursuant to Santa Barbara Municipal Code section 4.52.070(K) and authorize the sole source purchase of Skidata, Inc., parking revenue control equipment and parts from Sentry Control Systems, for a period of five years, and authorize a contract with Sentry Control Systems to provide equipment services for the five-year period.

DISCUSSION:

The Downtown Parking Program (Parking Program) operates and maintains five parking structures and seven surface lots with approximately 3,200 spaces. Each year, the parking lots and structures process 4.3 million transactions and generate approximately \$4.3 million in hourly parking revenues.

Revenue Control Equipment Sole Source:

During the design phase of the Granada Garage, staff worked with the architect to analyze and evaluate the revenue control systems that were available. It was determined that the equipment manufactured by Skidata, Inc. (Skidata) would meet the current and future needs of the Parking Program, not only in the Granada Garage, but also system-wide.

On June 26, 2007, Council authorized the sole source use of Sentry Control Systems (Sentry) for installing Skidata revenue control equipment and parts for a five-year period. Sentry installed the revenue control equipment at the Granada Garage, as the subcontractor to McCarthy Construction, and has been able to provide the City with regular and effective support during the warranty period. Sentry recently completed the installation of Skidata equipment in all 12 City parking lots and structures, and has built an infrastructure for the credit card payment system. The installation at the Granada Garage and other parking lots and garages has proven successful and confirms that this equipment has met the needs of the Parking Program.

Sentry Control Systems is based in Van Nuys, California and is the only certified distributor of Skidata equipment in the state. As such, the only source through which the City may purchase and install Skidata equipment is through Sentry Control Systems. Because of Sentry's proximity to the City of Santa Barbara, they are able to provide online technical support, regular equipment maintenance and repair, and can respond to urgent calls within 24 hours.

Direct negotiation has been the most effective method for generating improved cost schedules for the Parking Program. As the relationship between the City and Sentry has developed, Sentry has willingly re-examined pricing terms and offered suggestions for increasing efficiency, cost savings, and revenue generation. Sentry provides the City with certified parts for Skidata systems; however, materials such as tickets and certain computer parts are purchased through competitive awards.

Continuing the City's contract with Sentry and Skidata equipment allows the Downtown Parking revenue control system to continue to be fully integrated, guaranteeing ease of reporting and auditing and system-wide maintenance. Sole source selection of Sentry and Skidata equipment also allows the Parking Program to implement projects such as online payment processing, use of smart phone applications, as well as meeting the ongoing software and server infrastructure needs for credit card processing.

BUDGET/FINANCIAL INFORMATION:

The Parking Program has budgeted sufficient funds in the operating budget to provide for a five year agreement with Sentry Control Systems.

SUSTAINABILITY IMPACT:

The Skidata equipment continues to provide multiple options for ticketless ingress and egress of the parking lots and structures. Skidata equipment enables the use of programmed proximity entry cards for monthly permit holders using the parking facility, thus eliminating the need for paper tickets. The Skidata equipment has also given staff the ability to provide ticketless special event parking. Bypassing the regular ticket dispenser has significantly reduced the annual ticket order. In addition, the Skidata equipment "sleeps" when customers are not present and is only activated when a customer enters the lot, resulting in energy savings.

PREPARED BY: Browning Allen, Transportation Manager/kts

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Transportation Division, Public Works Department

SUBJECT: Approve Waiver Of Formal Competition Requirement For Asphalt Vendors For Street Repairs

RECOMMENDATION:

That Council find it in the City's best interest to waive formal competitive bid requirements for asphalt sources for street maintenance and repair and authorize the General Services Manager to issue purchase orders to two vendors for asphalt, Vulcan Materials Company and Granite Construction, in a combined amount not to exceed \$90,000 for Fiscal Year 2013, and for up to four additional fiscal years in combined amounts not to exceed the amount set aside for this purpose in the budget adopted by Council for each fiscal year.

DISCUSSION:

The type of hot asphalt mixture used for year-round pavement repair by the Street Maintenance crews is only available from two suppliers within a 50 mile radius, Vulcan Materials (Vulcan) and Granite Construction (Granite). An advantage of using this asphalt mixture is that it is easily malleable and does not set quickly, which allows for multiple uses, including patching pavement and filling potholes. Because Vulcan and Granite's plants produce the asphalt mix intermittently, purchase of the material must be made from two separate sources, so that when one plant is not producing the asphalt type needed, staff can procure it from the other plant. No third source of equivalent asphalt is available within a similar driving distance.

Hot asphalt is picked up by the Streets crews at the plants and is used the same day. About 140 trips are made for this purpose each year. The total annual value of the material used is in the range of \$80,000 to \$90,000.

Because of the need to have multiple sources, and because the annual amount of asphalt needed exceeds the \$25,000 threshold of the General Services Manager's purchasing authority, staff recommends that Council authorize the General Services Manager to waive formal bid requirements and issue purchase orders to the two vendors in a combined amount not to exceed \$90,000 in Fiscal Year 2013, as

authorized by the best interest waiver in Municipal Code Section 4.52.070 (L). This authority would apply to Fiscal Year 2013 and to up to four additional fiscal years in the amount budgeted for the purchase of asphalt for each year, contingent on no other comparable supplier entering the market within a 50 mile radius. In the event another supplier becomes available, staff will reevaluate what is in the City's best interest for the following fiscal year. The actual amount spent with each vendor may be more or less than half of the combined amount each year, depending on quality, pricing, and availability; however, the aggregate amount spent for asphalt will be within the approved budget amounts.

BUDGET/FINANCIAL INFORMATION:

Funds are available in the Streets Maintenance Operating Budget.

PREPARED BY: Browning Allen, Transportation Manager/RH/kts

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Transportation Division, Public Works Department

SUBJECT: Measure A Cooperative Work Agreement

RECOMMENDATION: That Council:

- A. Authorize the Public Works Director to execute a cooperative work agreement between the City of Santa Barbara and the Santa Barbara County Association of Governments (SBCAG);
- B. Accept Measure A South Coast Bicycle and Pedestrian Program funding in the total amount of \$96,000 for the Goleta Slough Bridge Repair Project; and
- C. Increase of estimated revenues and appropriations in the Fiscal Year 2013 Streets Capital Fund by \$96,000 for the Goleta Slough Bridge Repair Project.

DISCUSSION:

The Measure A Investment Plan (Measure A) is a transportation funding measure that was approved in November 2008 by 80% of the voters in all regions of Santa Barbara County. Measure A is administered by the Santa Barbara County Association of Governments (SBCAG) and will provide more than \$1 billion of estimated local sales tax revenues for transportation projects in Santa Barbara County over 30 years.

Measure A will address traffic congestion and improve safety on US Highway 101 by providing \$140 million in matching funds to widen the highway from four to six lanes in south Santa Barbara County. Measure A also includes \$455 million each for the North County and South County regions for high priority transportation projects and local transportation programs that will address the current and future needs of each community. Measure A provides funding to local agencies for:

- Local street improvements, such as pothole repairs and pavement maintenance
- Local transportation capital improvement projects
- Increasing senior and disabled pedestrian accessibility and connectivity
- Improving school route pedestrian safety
- Improving bicycle and transit facilities

The City currently receives approximately \$2.9 million per year for transportation improvements from Measure A funds. This yearly allocation partially funds the Public Works Street Maintenance Program. Sources of other funding for the Street Maintenance Program are the Gas Tax and grants. The City is also eligible to receive competitive grant funding under Measure A; Measure A includes a Safe Routes to School grant program and the Bicycle and Pedestrian grant program.

To receive the Measure A funding, the City must enter into a cooperative work agreement with the SBCAG.

Grant Applications and Funding-

In June 2011, SBCAG announced a call for projects for Cycle 1 of the Measure A Safe Routes to School and the Bicycle and Pedestrian grant programs. Funding for Cycle 1 is based on approximate fiscal accumulations for the first three years of Measure A – Fiscal Years 2011, 2012, and 2013. Eligible local agencies were required to submit preliminary proposals and final applications. The final applications were due to SBCAG on November 3, 2011. SBCAG staff reviewed the applications for completeness and forwarded them on to the Scoring Committee (Committee). The Committee was comprised of representatives from each South Coast City, the County and Caltrans. The Committee also included representatives from the Santa Barbara Bicycle Coalition, the Metropolitan Transit District (MTD), the Coalition for Sustainable Transportation, and the Parent Teachers Association. The Committee scored and ranked a total of 30 applications for both grant programs. Local agencies requested \$3.27 million in funding. A total of \$1.98 million was available to be awarded.

The City submitted nine grant applications to the two Measure A grant programs. Projects selected for submittal were based on the City's Capital Improvement Plan, the annual work plans, and the Public Works Department's annual budget. Staff also selected projects based on the criteria of the Measure A grant programs and to improve the safety and operations of City transportation facilities. Schools also solicited the City for priority projects. Of the nine projects submitted by the City, seven were awarded funding. The following is the list of projects awarded funding for Measure A grants (see Attachment for funding details).

Measure A Safe Routes to School Grant Projects

Cleveland School Pedestrian Improvements	\$46,000
La Colina Road Sidewalk	\$111,004
McKinley School Sidewalk Improvements	\$30,000
Santa Barbara Schools Bike Racks	<u>\$10,000</u>
Subtotal	\$197,004

Measure A Pedestrian and Bicycle Grant Projects

CycleMAYnia, Bike Challenge & Bike to Work Day	\$22,000
Bikestation Module at Transit Center	\$120,000
Goleta Slough Bridge Surface Repair	<u>\$96,000</u>
Subtotal	<u>\$238,000</u>
Total	\$435,004

Description of Projects-

Cleveland School Pedestrian Improvements: The project provides traffic safety benefits for school-age pedestrians at two locations: 1) Salinas and Clifton Streets, where improvements include safety lighting, sidewalks and curb ramps, and curb and gutter realignment. Several “walking school buses”, groups of children walking to school with one or more adults, cross at this location. The intersection is 500 feet away from the school’s main pedestrian entrance (located at Clifton and Santa Ynez Streets); and 2) the Clifton Street corridor, where pedestrian improvements include sidewalk infill on Clifton Street and curb radii reduction and ramp installation at the intersection of Clifton and Oak Streets. Measure A funds will serve as matching funds for the Federal Safe Routes to School grant.

La Colina Road Sidewalk: This project will provide a safe pedestrian route of travel along the South Side of La Colina Road from Pesetas Lane to Lee Drive. The project will: replace four existing non-ADA compliant ramps; install five additional ADA-compliant ramps; install approximately 900 linear feet of sidewalk and driveway improvements; and narrow the street width to accommodate the new sidewalk and reduce traffic speed in the area. Some repair work to the north side of the road will be included in the project. The project is currently at the 90% design phase. The project will go out to bid in summer 2012.

McKinley School Sidewalk Improvements: This project will: construct curb, gutter, access ramp, and sidewalk at the southwest corner of Loma Alta Drive and Weldon Place; restripe the crosswalk across Loma Alta Drive at Weldon Place; construct curb, gutter, access ramp, and sidewalk at the northwest corner of Loma Alta Drive and Gravilla Road; and reconstruct a drop inlet on Weldon Place, adjacent to McKinley School. The project will go out to bid in July 2012.

Santa Barbara School Bike Racks: This project will purchase secure bicycle racks for Adams Elementary and Santa Barbara High School, which are in need of secure bike parking. The funding may or may not be used to purchase additional fencing to secure the bike racks.

CycleMAYnia, Bike Challenge & Bike to Work Day: CycleMAYnia is a new program offered by the Traffic Solutions Division of SBCAG. The primary goal is to increase enthusiasm for bicycling across a broad spectrum of the community by coordinating a variety of engaging events and workshops throughout the month of May (national bike month) with community members. CycleMAYnia events compliment the Bike Challenge and Bike to Work Day events going on through the month of May, which are also coordinated by Traffic Solutions with funds from this grant.

Bikestation Module at Transit Center: This project will design, purchase and install a Bikestation module at the MTD Transit Center in the heart of downtown Santa Barbara. A Bikestation module is an inexpensive way to provide secure bicycle parking where none currently exists. The facility will provide membership based access 24/7 and promote multimodal transit throughout the region. Aesthetics of the facility will complement City architectural design standards.

Goleta Slough Bridge Surface Repair: This project will improve the safety of cyclists riding the 250-foot, Class I bridge over the Goleta Slough, a protected wetland, by smoothing the bridge surface with a rubberized material. Boards that have deteriorated will be replaced as needed. The project is in compliance with the Highway Design Manual to construct and maintain smooth riding surfaces on Class I Bikeways (Section 1003.1.13). The project will complete the connection by maintaining the 400 foot path from William Moffett Place by applying slurry and pavement treatment as necessary to create a smooth, non-hazardous riding surface for cyclists traveling over the bridge on the regional Bikeway.

The acceptance and appropriation of funds for the Goleta Slough Bridge Surface Repair project are recommended with this Council Agenda Report. Funding for this project was not included in the Fiscal Year 2013 budget, because it was anticipated that this project would begin prior to the start of the fiscal year.

In addition to the projects listed above, the City co-sponsored three applications:

- Adult Bicycle Education and Safety Outreach
- Safe Routes to School (Education, Encouragement and Safety Programs)
- Youth Bicycle Education Program

The County was the main applicant to sponsor these programs and the cities of Carpinteria, Goleta, and Santa Barbara co-sponsored all three applications in support of the programs. The awarded funds under the Measure A Grant Programs total \$196,000. The programs will be administered by the County and will be performed by the Santa Barbara Bicycle Coalition and the Coalition for Sustainable Transportation.

To receive the grant for each project and program described above, the City must enter into a cooperative agreement with the SBCAG. The cooperative agreement and Measure A Grant Program Guidelines include a requirement for the timely use of funds. All of the projects listed above will need to be completed within one year after programming or by the end of Fiscal Year 2014. The cooperative agreement includes technical project scope, cost, schedule and funding plans for each project or program. The technical attachments to the agreement will be available at the City Clerk's office.

BUDGET/FINANCIAL INFORMATION:

As discussed above, seven City projects that were submitted to compete for the Measure A Grant were selected. The programs were selected based on the City's Capital Improvement Program. A total of \$435,004 was awarded to the City. Additional funding for each project, when needed, was previously appropriated.

Staff recommends that Council increase estimated revenues and appropriations in the Streets Capital Fund by \$96,000 for the Goleta Slough Bridge Repair Project that was not included in the Fiscal Year 2013 budget.

SUSTAINABILITY IMPACT:

Resources invested in supporting non-motorized transportation projects and programs are an economical way to increase mobility by reducing congestion. All of the projects described address many of the goals, objectives, policy statements and strategies in the Circulation Element in the City's General Plan.

ATTACHMENT(S): Project Scopes, Costs, Schedules and Funding

PREPARED BY: Browning Allen, Transportation Manager/SG/ks

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor: City of Santa Barbara

Measure A Project ID #: MSA-17-1-9

Project Name: CycleMAYnia, Bike Challenge & Bike to Work Day

Project Scope: CycleMAYnia is a new program offered by Traffic Solutions in which the primary goal is to increase enthusiasm for bicycling across a broad spectrum of the community through coordinating a variety of engaging events and workshops throughout the month of May (national bike month). CycleMAYnia events compliment the Bike Challenge and Bike to Work day events going on through the month of May also coordinated by Traffic Solutions with funds from this grant.

Project Location: South Coast

Project Contact: Sarah Grant

Project Payment: Payment made from SBCAG to Traffic Solutions upon City of Santa Barbara approval of invoice and submittal to SBCAG.

Funding Program: South Coast

							Schedule		Timely Use of Funds Deadline
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	
Education/Awareness/Outreach		\$12,000	\$7,333	61%	\$4,667	39%	March 2012	June 2013	6/30/2013
Encouragement/Marketing		\$12,000	\$7,333	61%	\$4,667	39%	March 2012	June 2013	6/30/2013
Safety		\$12,000	\$7,333	61%	\$4,667	39%	March 2012	June 2013	6/30/2013
Contingency	As needed	\$0	\$0						
Total		\$36,000	\$22,000		\$14,000				



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor: City of Santa Barbara

Measure A Project ID #: MSA-17-1-4

Project Name: Goleta Slough Bridge Surface Repair

Project Scope: The project improves safety of cyclists riding the 250' Class 1 bridge over the Goleta Slough, a protected wetland, by smoothing the bridge surface with a rubberized material. Boards that have deteriorated will be replaced as needed. The project is in compliance with the Highway Design Manual to construct and maintain smooth riding surfaces on Class I Bikeways (Section 1003.1.13).
The project will complete the connection by maintaining the 400' path from William Moffett place by applying slurry and pavement treatment as necessary to create a smooth, non-hazardous riding surface for cyclists traveling over the bridge on the regional Bikeway.

Project Location: Goleta Slough Bridge connects the Fairview and Coastal Bike Routes, which serve residential, industrial and educational land uses near the University California, Santa Barbara (UCSB) and the City of Santa Barbara Airport.

Project Contact: Brian D'Amour

Project Payment: Payment made from SBCAG to City of Santa Barbara

Funding Program: South Coast

							Schedule		Timely Use of Funds Deadline
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	
Maintenance		\$120,000	\$96,000	80%	\$24,000	20%	May 2012	December 2012	6/30/2013
Total		\$120,000	\$96,000		\$24,000				



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor(s): County of Santa Barbara, Cities of Carpinteria, Santa Barbara, and Goleta*

Measure A Project ID #: MSA-17-1-2

Contract Administrator: County of Santa Barbara

Project Implemented by: Santa Barbara Bicycle Coalition

Project Name: Adult Bicycle Education and Safety Outreach

Project Scope: Program to target south coast adult bicyclists who lack access to adequately functioning bicycles and/or adequate information asurrounding safe bicycling in traffic

Project Location: All south coast jurisdictions, including Cities of Carpinteria, Santa Barbara, Goleta, and the unincorporated County.

Project Contact: Matt Dobberteen

Project Payment: Payment made from SBCAG to Santa Barbara Bicycle Coalition upon County approval of invoice and submittal to SBCAG.

Funding Program: South Coast

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Schedule		Timely Use of Funds Deadline
							Start	Finish	
Ongoing Program	Bicycle Education and Outreach	\$328,000	\$60,000	18%	\$268,000	82%	March 2012	June 2014	6/30/2014
Total		\$328,000	\$60,000		\$268,000				

*This is a multi-agency sponsored project. All project sponsors will include Project scope, cost, schedule and funding plan as an Attachment to their Agreement.



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor: City of Santa Barbara

Measure A Project ID #: MSA-17-1-11

Project Name: Santa Barbara Transit Center Bikestation Module

Project Scope: The project would design, purchase and install a Bikestation module at the MTD transit center in the heart of downtown Santa Barbara. Bikestation module is an inexpensive way to provide secure bicycle parking where none currently exists. the facility will provide a membership based access 24/7 and promoted multimodal transit throughout the region. Aesthetics of the facility will be compliant with City architectural design standards.

Project Location: In the City Lot at the downtown Transit Center at Carrillo and Chapala

Project Contact: Sarah Grant

Project Payment: Payment made from SBCAG to City of Santa Barbara

Funding Program: South Coast

							Schedule		Timely Use of Funds Deadline
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	
Construction	Project Construction, engineering, and management	\$160,000	\$120,000	75%	\$40,000	25%	July 2012	June 2014	6/30/2014
Total		\$160,000	\$120,000		\$40,000				



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor: City of Santa Barbara

Measure A Project ID #: MSA-16-1-2

Project Name: Cleveland School Pedestrian Improvements

Project Scope: Construct sidewalks and curb ramps, realign curb and gutter, and realign crosswalk at Clifton Street & Canada Street intersection; construct sidewalks, curb and gutter, and curb ramps at Clifton Street & Oak Street intersection; install minor safety lighting at Clifton Street & Salinas Street intersection; construct sidewalks and curb ramps, realign curb and gutter, and install minor safety lighting at Cacique Street & Salinas Street intersection; construct sidewalks, curb and gutter, and curb ramps at Santa Ynez Street & Eucalyptus Hill Road intersection.

Project Location: Salinas at Clifton intersection and Clifton corridor from Salinas to the vehicular bridge just south of Canada.

Project Contact: Brian D'Amour

Project Payment: Payment made from SBCAG to City of Santa Barbara

Funding Program: South Coast

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor Fund	other fund %	SCHEDULE		Timely Use of Funds Deadline
							Start	Finish	
PE	Environmental	\$0	\$0	0%	\$0	0%	March 2012	August 2012	
PE	Preliminary Design/Eng (PS&E)	\$65,000	\$20,000	31%	\$45,000	69%	March 2012	March 2013	
Right of Way	Engineering	\$0	\$0	0%	\$0	0%	N/A	N/A	
	Appraisals, Acquisitions, Utilities	\$0	\$0	0%	\$0	0%	N/A	N/A	
Construction	Construction Engineering	\$42,000	\$20,000	48%	\$22,000	52%	May 2014	July 2014	
	Project Construction, engineering, and	\$160,000		0%	\$160,000	100%	May 2014	July 2014	6/30/2014
Contingency	As needed	\$24,000	\$6,000	25%	\$18,000	75%			
Total		\$291,000	\$46,000		\$245,000				



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor: City of Santa Barbara

Measure A Project ID #: MSA-16-1-5

Project Name: La Colina Road Sidewalk

Project Scope: Provide safe pedestrian route of travel along the South Side of La Colina Road from Pesetas Lane to Lee Drive. The Project will: replace 4 existing non-ADA compliant ramps; install 5 additional ADA compliant ramps; install approximately 900 linear feet of sidewalk and driveway improvements, and street width will be narrowed to accommodate the new sidewalk and reduce traffic speed in the area. Some repair work to the north side of the road will be included in the project. The project is currently in at 60% design phase in Fall 2011

Project Location: La Colina between Pesetas Lane and Lee Drive and ramps at La Colina and N La Cumbre. Project benefits Bishop Diego High School and Hope Elementary School.

Project Contact: Brian D'Amour

Project Payment: Payment made from SBCAG to City of Santa Barbara

Funding Program: South Coast

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	Timely Use of Funds Deadline
PE	Environmental	\$1,500	\$0	0%	\$1,500	100%			
	Surveying and Preliminary Design/Eng (PS&E)	\$75,000	\$0	0%	\$75,000	100%			
Right of Way	Engineering	\$2,000	\$0	0%	\$2,000	100%	n/a	n/a	
	Appraisals, Acquisitions, Easements	\$2,500	\$0	0%	\$2,500	100%			
Construction	Construction Engineering	\$36,160		0%	\$36,160	100%			
	Project Construction, engineering, and management	\$241,064	\$111,004	46%	\$130,060	54%	June 2012	October 2012	6/30/2014
Contingency	As needed	\$36,160	\$0	0%	\$36,160	100%			
Total		\$394,383	\$111,004		\$283,379				

*TDA Funds



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor: City of Santa Barbara

Measure A Project ID #: MSA-16-1-10

Project Name: McKinley School Sidewalk Improvements

Project Scope: Construct curb, gutter, access ramp, and sidewalk at the SW corner of Loma Alta Drive and Weldon Place; restripe crosswalk across Loma Alta Drive at Weldon Place; construct curb, gutter, access ramp, and sidewalk at the NW corner of Loma Alta Drive and Gravilla Road; reconstruct drop inlet on Weldon Place, adjacent to McKinley School.

Project Location: Weldon Road at Loma Alta Drive

Project Contact: Brian D'Amour

Project Payment: Payment made from SBCAG to County of Santa Barbara

Funding Program: South Coast

							Schedule		Timely Use of Funds Deadline
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	
PE	Preliminary Design/Eng (PS&E) and Environmental	\$15,000	\$0	0%	\$15,000	100%	December 2011	June 2012	
Right of Way	n/a	\$1,500	\$0	0%	\$1,500	100%	February 2012	June 2012	
Construction	Project Construction, engineering, and management	\$50,000	\$30,000	60%	\$20,000	40%	September 2012	October 2012	6/30/2014
Contingency	As needed								
Total		\$66,500	\$30,000		\$36,500				



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor: City of Santa Barbara

Measure A Project ID #: MSA-16-1-12

Project Name: Santa Barbara School Bike Racks

Project Scope: To purchase secure bicycle racks for schools in need of secure bike parking. The funding may or may not be used to purchase additional fencing to secure the bike racks.

Project Location: Various school sites in Santa Barbara

Project Contact: Sarah Grant

Project Payment: Payment made from SBCAG to County of Santa Barbara

Funding Program: South Coast

							Schedule		Timely Use of Funds Deadline
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	
PE	Preliminary Design/Eng (PS&E) and Environmental			#DIV/0!	\$0	#DIV/0!			
Right of Way	n/a	\$0	\$0	0%	\$0	0%			
Construction	Project Construction, engineering, and management	\$10,000	\$10,000	100%	\$0	0%	May 2012	June 2013	6/30/2013
Contingency	As needed			#DIV/0!	\$0	#DIV/0!			
Total		\$10,000	\$10,000		\$0				



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor(s): County of Santa Barbara, Cities of Carpinteria, Santa Barbara, and Goleta*

Measure A Project ID #: MSA-16-1-1

Contract Administrator: County of Santa Barbara

Project Implemented by: COAST

Project Name: Safe Routes to School (COAST)

Project Scope: Provide Safe Routes to School Program to all South Coast Schools. Program will be administered by COAST.

Project Location: Schools in all south coast jurisdictions, including Cities of Carpinteria, Santa Barbara, Goleta, and the unincorporated County.

Project Contact: Matt Dobberteen

Project Payment: Payment made from SBCAG to COAST upon County approval of invoice and submittal to SBCAG.

Funding Program: South Coast

Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	Timely Use of Funds Deadline
Ongoing Program	Conduct Safe Routes to School programs at all south coast schools	\$152,000	\$76,000	50%	\$76,000	50%	March 2012	June 2014	6/30/2014
Total		\$152,000	\$76,000		\$76,000				

*This is a multi-agency sponsored project. All project sponsors will include Project scope, cost, schedule and funding plan as an Attachment to their Agreement.



PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN



Project Sponsor(s): County of Santa Barbara, Cities of Carpinteria, Santa Barbara, and Goleta*

Measure A Project ID #: MSA-16-1-3

Contract Administrator: County of Santa Barbara

Project Implemented by: Santa Barbara Bicycle Coalition

Project Name: Youth Bicycle Education

Project Scope: Education program for grades 6-12 in bicycle riding skills, basic rules of the road and bike maintenance

Project Location: All south coast jurisdictions, including Cities of Carpinteria, Santa Barbara, Goleta, and the unincorporated County.

Project Contact: Matt Dobberteen

Project Payment: Payment made from SBCAG to Santa Barbara Bicycle Coalition upon County approval of invoice and submittal to SBCAG.

Funding Program: South Coast

							Schedule		Timely Use of Funds Deadline
Project Phase	Description	Total Project Cost Estimate	Measure A Amount	Measure A %	Sponsor funding amount	Sponsor funding %	Start	Finish	
Ongoing Program	Youth Bicycle Education	\$172,000	\$60,000	35%	\$112,000	65%	March 2012	June 2014	6/30/2014
Total		\$172,000	\$60,000		\$112,000				

*This is a multi-agency sponsored project. All project sponsors will include Project scope, cost, schedule and funding plan as an Attachment to their Agreement.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Increase In Construction Change Order Authority For Ortega Groundwater Treatment Plant Rehabilitation And Improvements Project

RECOMMENDATION: That Council:

- A. Authorize an increase in the Public Works Director's Change Order Authority to approve expenditures for extra work associated with unforeseen soils contamination for the Ortega Groundwater Treatment Plant Rehabilitation and Improvements Project, Contract No. 23,863 with PCL Construction, Inc., in the amount of \$141,623 for a total expenditure authority of \$640,027; and
- B. Authorize an increase in the Public Works Director's Extra Services Authority to approve expenditures for extra work associated with unforeseen soils contamination for the Ortega Groundwater Treatment Plant Rehabilitation and Improvements Project, Contract No. 23,865 with Penfield & Smith in the amount of \$172,108.11 for a total expenditure authority of \$235,166.11.

DISCUSSION:

BACKGROUND

The Ortega Groundwater Treatment Plant (OGWTP) was constructed in the 1970s to treat high levels of naturally occurring iron and manganese in the groundwater pumped from the four downtown area wells: Ortega Park, Corporation Yard, Vera Cruz, and City Hall. These wells provide approximately 50% of the City's overall groundwater pumping capacity. The OGWTP and the four wells played an important water supply role during the drought of the late 1980s. Currently, the OGWTP and the four downtown wells are in need of significant rehabilitation in order for them to once again become a functioning part of the City's water supply.

On August 23, 2011, Council awarded a contract to PCL Construction, Inc. (PCL), for construction of the Ortega Groundwater Treatment Plant Rehabilitation and Improvements Project (Project). Council also awarded a contract to Penfield & Smith (P&S) for construction management services for the Project. The Project is funded through a low interest Safe Drinking Water State Revolving Fund (SDWSRF) loan.

CURRENT STATUS

Construction began in October 2011 and, on April 4, 2012, suspicious soils were encountered onsite and work was halted in the area. Upon testing, the soils were found to be contaminated with lead associated with rubble and debris and diesel, both from an unknown source.

The OGWTP site, which includes the former Recycling Center, has been known for years to contain contamination associated with leaking underground fuel tanks. Those tanks were removed in the late 1980s, and the contamination that remains under the buildings continues to be closely monitored. Prior to construction of this Project, additional soil testing was conducted to identify the location of contamination on the site of the OGWTP. Unfortunately, the test borings did not fall in the area where contamination was found. The contamination discovered on April 4, 2012, is not associated with any of the known contamination resulting from the prior leaking tanks.

Much of the burden of addressing this unexpected situation was born under the contract management agreement with Penfield & Smith for evaluation, coordination, and management of the clean up. The extra services performed under contract with P&S included expedited soil testing, preparation of a contaminated soils remediation work plan, coordination with County Fire and the Air Pollution Control District (APCD) for permits, coordination and direction to PCL on removal and disposal, and final testing and oversight of the contaminated soil removal, which also included geotechnical and archeological services.

The final work entailed the removal of approximately 200 cubic yards of material and disposal during the weekend of May 19 and 20 and on May 26. The weekend work was a stipulation of the permit with APCD to comply with a state requirement that limits work with hazardous materials within 1,000 feet of a school. Pockets of contamination will remain where soil could not be removed because existing structures (e.g., retaining walls and tank footings) overlay the contamination. The contamination that will be left in place under these structures does not pose a threat to public health. In areas where work could be done, confirmatory soil samples were taken and analyzed as part of the above work, and results indicate that no further cleanup is required at this time.

Since the contamination does not have a clear point source, there is a possibility that small pockets of contamination may be uncovered as work continues. Staff has made arrangements to safely address these pockets as they may arise and believes the bulk of the contamination that underlies the active work area has been removed. Any

additional pockets of contamination should be small in nature and not require the need to return to Council for additional funding authority.

BUDGET/FINANCIAL INFORMATION:

The proposed increase to change order funding for PCL is the cost to date for the contaminated soils cleanup. The proposed increase in extra services for P&S will cover the more significant costs related to evaluation, coordination, and management of the cleanup. Because the Project is still in the beginning stages, Staff is requesting the full cost of these services to replenish the change order and extra services. As mentioned above, it is anticipated that any additional expenses for contaminated soils should be small and will be covered under this increased change order and extra services authority.

The following summarizes the additional expenditures recommended in this report:

CONSTRUCTION CONTRACT FUNDING SUMMARY

PCL Construction, Inc.

	Base Contract	Change Order	Total
Initial Contract Amount	\$5,076,296	\$507,630	\$5,583,926
Proposed Increase		\$141,623	\$141,623
Totals	\$5,076,296	\$649,253	\$5,725,549

Penfield & Smith

	Base Contract	Extra Services	Total
Initial Contract Amount	\$630,576.00	\$63,058.00	\$693,634.00
Proposed Increase		\$172,108.11	\$172,108.11
Totals	\$630,576.00	\$235,166.11	\$865,742.11

The following summarizes all Project design costs, construction contract funding, and other Project costs.

ESTIMATED TOTAL PROJECT COST

**Cents have been rounded to the nearest dollar in this table.*

Design	\$935,132
Construction Contract	\$5,725,549
Construction Management/Inspection (by Contract)	\$865,742
Construction Administration and Survey (by City Staff)	\$187,098
Design Support Services During Construction (by Contract)	\$460,674
SCADA Integration (by Contract)	\$797,621
Construction Subtotal	\$8,036,684
Project Total	\$8,971,816

There are sufficient funds in the Ortega Groundwater Treatment Plant Project Fund (funded by the SDWSRF loan) to cover these expenditures.

SCHEDULE IMPACTS

Aside from the financial impacts of the soil contamination, there was also a significant impact to the schedule, delaying the Project by nearly two months. The final completion date of this Project is now anticipated to be in August 2013. Since the Project requires the use of the Recycling Center area for staging, this will have a direct impact on the Summer Solstice Celebration and preparation for the 2013 Summer Solstice Parade. The Summer Solstice Celebration group has acquired an alternative location this year for building floats as a result of the Project and will need to find an alternative accommodation again next year.

PREPARED BY: Joshua Haggmark, Principal Civil Engineer/LS/mj

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Administration Division, Finance Department

SUBJECT: Grant Agreement With South Coast Community Media Access Center

RECOMMENDATION:

That Council authorize the Finance Director to execute a grant agreement, in a form acceptable to the City Attorney, with the South Coast Community Media Access Center for management of the public and educational access television channels in an amount of \$288,800 plus an amount not to exceed \$32,659 for capital equipment, covering the period from July 1, 2012 to June 30, 2013.

DISCUSSION:

Since its formation in January 2003, the South Coast Community Media Access Center (CMAC) has been designated by the County of Santa Barbara under its cable franchise with Cox Communications as the nonprofit entity to manage the public and educational access channels in the Santa Barbara South Coast region. The City has also maintained annual grant agreements with CMAC for the support of public and educational access since that time. Both the City and the County manage their own government access channels.

The Fiscal Year 2013 adopted budget includes \$288,800 in base funding for management of the public and educational access television channels in the Community Promotions program. The adopted Community Promotions budget also includes an additional amount for CMAC not to exceed \$32,659 for capital equipment purposes generated from public, educational and government (PEG) capital fees levied on Cox Communications. The funding for CMAC provided in this agreement is the same level of funding provided by the City in the Fiscal Year 2012 agreement.

The following is a summary of the major provisions of the proposed grant agreement with CMAC for fiscal year 2013:

1. Term: July 1, 2012 – June 30, 2013.
2. Base Funding: The City will grant CMAC quarterly advance payments of \$68,450 for public and educational access support. Additionally, the City will grant an

\$15,000 to be paid in January 2013, dedicated for support of educational access. The total annual base funding of \$288,800 is the same amount as contained in the Fiscal Year 2012 agreement.

3. PEG Capital Equipment Funding: Under the current state video franchising law (DIVCA), PEG fees may be levied on video service providers and are limited exclusively for PEG capital purposes. The City will grant CMAC an additional amount not to exceed \$32,659 to be used solely for capital equipment replacement, based on the actual PEG fees received by the City from the video provider, Cox Communications. The adopted fee resolution for Fiscal Year 2013 includes a PEG fee of 0.4 percent levied on video service providers, of which 0.15% is designed to provide for the capital equipment funding for CMAC. The PEG capital funding will also be paid quarterly, based on actual PEG fee collections during the previous quarter. The PEG capital funding of \$32,659 is the same amount contained in the Fiscal Year 2012 agreement.
4. Indemnification: The City will be indemnified against any and all claims and actions arising from the performance of services under the agreement. Indemnification is a standard provision in all City grant agreements, including human services and community promotions grants. All nonprofit entities receiving City grant funds are required to defend and indemnify the City from any and all claims which may arise as a result of the actions of the grantee.
5. Insurance: The insurance provisions are standard insurance requirements for City grant recipients with the exception of the liability policy requirements. Because of the specialized nature of services provided under the agreement, this agreement requires a media and broadcaster's liability policy. This is the same type of policy required of Cox Communications under the City's prior franchise agreement.
6. Compliance with Laws and Regulations: The agreement states that CMAC will comply with all applicable state and federal laws and regulations with specific reference to the Ralph M. Brown Act and the Public Records Act. This language is consistent with the County of Santa Barbara's legal compliance provisions in its operating agreement with CMAC and the previous City agreements with CMAC.

The CMAC board-elect is expected to review and accept the agreement at its June 28, 2012 board meeting. Staff recommends that Council authorize the Finance Director to execute the agreement.

PREPARED BY: Jill Taura, Treasury Manager

SUBMITTED BY: Bob Samario, Finance Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Recreation Division, Parks and Recreation Department

SUBJECT: Agreements For Afterschool Recreation Programs

RECOMMENDATION: That Council:

- A. Authorize the Parks and Recreation Director to enter into two agreements with the Santa Barbara Unified School District (SBUSD) for the Recreation Afterschool Program (RAP) and Afterschool Opportunities for Kids (A-OK) program;
- B. Authorize the Parks and Recreation Director to enter into an agreement with the SBUSD and Santa Barbara Police Activities League (PAL) for the Junior High Afterschool Sports Program;
- C. Decrease Miscellaneous Grants Fund appropriations and estimated revenues in the Parks and Recreation Department by \$77,935; and
- D. Increase General Fund appropriations and estimated revenues in the Parks and Recreation Department by \$1,827.

DISCUSSION:

Each year, the City and SBUSD enter into agreements to define terms and budgets for the administration of three afterschool recreation programs: RAP, A-OK, and Junior High Afterschool. These programs provide essential support to families during the crucial afterschool hours. National statistics show that the afterschool hours between 3:00 and 6:00 p.m. have the highest incidence of juvenile crime and youth engaging in inappropriate behaviors.

Afterschool Programs Overview

Recreation Afterschool Program (RAP)

The RAP program provides recreation services, homework help, and afterschool care at four elementary school sites. In Fiscal Year 2012, 350 participants attended the program, a three percent increase above the 340 participants in Fiscal Year 2011. With continuing program quality improvements and the support of school principals, staff expects another slight increase in participation during Fiscal Year 2013. The program is very affordable: participants either pay \$145 for 30 days of service, \$70 for a 10-day pass, or a drop-in fee

of \$10 per day (typically used for special event days). The City continues its General Fund support by providing \$60,000 for scholarships, which is unchanged from previous years. Staff works with elementary school principals to determine scholarship recipients, who are typically students receiving “free or reduced” lunches through the School District.

Afterschool Opportunities for Kids (A-OK)

Jointly funded since Fiscal Year 2000, A-OK provides an afterschool tutorial and enrichment program at six Title I elementary schools through After School Education and Safety (ASES) state grant funding. The program targets students achieving academic scores below grade level. Title I schools have over 50% of their student population receiving “free or reduced” lunches. The program is provided through collaboration and funding with the SBUSD, Healthy Start, Family Services Agency, and several other non-profit providers. During Fiscal Year 2012, 720 participants attended the program. Participants pay a sliding scale of \$20-\$30 per month for the program, based on need. The District contracts with Parks and Recreation Department staff to provide recreation and enrichment services for the program. At the District’s request, the amount of the A-OK contract has been decreased this year to allow the District to shift funds from recreation services to the educational and curriculum support services. City General Fund support is \$47,385, which is unchanged from previous years.

Junior High Afterschool Sports and Recreation Program

The Junior High Afterschool Sports and Recreation Program, free to all participants, provides sports leagues and recreation services at four junior high school sites. After a very successful partnership in Fiscal Year 2009, the Santa Barbara Police Activities League (PAL) took leadership of the Junior High Sports Afterschool program offering three sport leagues: flag football, basketball, and soccer. The program continues to be funded by the City of Santa Barbara, SBUSD, City of Goleta, and PAL. The program served 737 participants in Fiscal Year 2012, a 10% increase over Fiscal Year 2011. Parks and Recreation continues to bring other non-profit program offerings to campuses including Club West Cross Country and the BiCi Centro Earn a Bike Program. City General Fund support of \$20,000 is unchanged from previous years.

BUDGET/FINANCIAL INFORMATION:

The RAP, A-OK, and Junior High Afterschool funding was included in the Fiscal Year 2013 adopted budget, but two changes were requested by the District prior to agreement on the terms of the contracts. The first change included switching the two permanent staff between the RAP and A-OK programs. The Recreation Supervisor will now oversee RAP, and the Recreation Coordinator will now oversee A-OK. This is done periodically to maximize staff efficiency and place staff in their areas of expertise. Fifty percent of the Recreation Supervisor salary and benefits are included in the RAP budget and supported by program revenue. Sixty percent of the Recreation Coordinator salary and benefits are included in the A-OK budget with a portion reimbursed by the District.

The second change was a decrease in the contract amount of Parks and Recreation Department hourly staff time for A-OK due to the re-focusing of the District's priorities towards educational activities and support. The net change for the permanent salaries and benefits would decrease the Miscellaneous Grant Fund appropriations and estimated revenues by \$77,935 and increase General Fund appropriations and estimated revenues by \$1,827.

Changes to Youth Activities Miscellaneous Grant Fund

Program	FY 13 Adopted Budget	Change (+/-)	Reason	FY 13 Amended Budget
RAP	\$201,408	-\$1,862	Decreased benefits switching position between programs.	\$199,546
A-OK	\$227,743	-\$76,073	Decreased hourly support	\$151,670
Junior High	\$20,000	\$0	No change	\$20,000
Total	\$449,151	-\$77,935		\$371,216

The RAP Fiscal Year 2013 amended appropriation of \$199,546 is covered by revenue of \$139,546 and the previously appropriated General Fund support of \$60,000.

The A-OK Fiscal Year 2013 amended appropriation is \$151,670. The City funding commitment for the A-OK Program is \$47,385 from the General Fund, and SBUSD's commitment, provided through a State of California ASES grant, is \$104,285, for a total budget of \$151,670.

The Junior High Afterschool Sports Program Fiscal Year 2013 adopted expenditure appropriation is \$20,000 from the General Fund. Additional Junior High Afterschool Sports program funds are provided by SBUSD (\$40,000), City of Goleta (\$13,000), and PAL (approximately \$24,000 through grants, donations, and fundraising).

General Fund combined support for the three programs is \$127,385.

SUMMARY:

The Parks and Recreation Department recommends that the City continue support of the afterschool programs. The agreements are on the June 26, 2012, SBUSD Board of Education agenda for final approval and the Board is expected to give its approval. These agreements are for a one year period ending June 30, 2013.

PREPARED BY: Sarah Hanna, Recreation Programs Manager

SUBMITTED BY: Nancy L. Rapp, Parks and Recreation Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Recreation Division, Parks and Recreation Department

SUBJECT: Lease Agreements For The Westside Neighborhood Center And The Louise Lowry Davis Center

RECOMMENDATION:

That Council authorize the Parks and Recreation Director to execute annual lease agreements with various non-profit entities at the Westside Neighborhood Center and the Louise Lowry Davis Center.

DISCUSSION:

The Parks and Recreation Department administers lease agreements for facility space at neighborhood centers with local non-profit social service providers. Lease rates at the neighborhood centers are below market to encourage affordability for non-profits providing services to underserved City residents. All leases are negotiated annually and commence on July 1, 2012.

The leases to be executed with the following non-profit agencies for Fiscal Year 2013 are all renewal leases:

Westside Neighborhood Center

Community Action Commission/Senior Nutrition Program
Independent Living Resources Center
Special Olympics Southern California
UCP/Work Inc.

Louise Lowry Davis Center

United Cerebral Palsy Association of Los Angeles, Ventura, and Santa Barbara County

BUDGET/FINANCIAL INFORMATION:

The monthly rental rate for leased space is \$1.17 per square foot, as adopted by Council on June 19, 2012 on the City's Schedule of Fees and Services Charges.

ATTACHMENT(S): Fiscal Year 2013 Lease Schedules

PREPARED BY: Sarah Hanna, Recreation Programs Manager

SUBMITTED BY: Nancy L. Rapp, Parks and Recreation Director

APPROVED BY: City Administrator's Office

**FY 2012-13 LEASE SCHEDULES
WESTSIDE NEIGHBORHOOD CENTER AND LOUISE LOWRY DAVIS CENTER**

WESTSIDE NEIGHBORHOOD CENTER

423 W. Victoria Street

Organization	Sq. Ft. Leased	Allocated Space*	Total Sq. Ft.	Rent @ \$ 1.17 Sq. Ft. Per Month
UCP/Work Inc.	3,044	474	3,518	\$4,116.06
Community Action Commission	264	18	282	\$ 329.94
Independent Living Resource Center	2,976	490	3,466	\$4,055.22
Special Olympics Southern CA	496	82	578	\$ 676.26

LOUISE LOWRY DAVIS CENTER

1232 De La Vina Street

Organization	Sq. Ft. Leased	Allocated Space*	Total Sq. Ft.	Rent @ \$1.17 Sq. Ft. Per Month
United Cerebral Palsy of Los Angeles, Ventura, and Santa Barbara Counties	173	0	173	\$ 202.41



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Administration Division, Parks and Recreation Department

SUBJECT: Santa Barbara Zoological Gardens Lease

RECOMMENDATION:

That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving a Thirty-Five-Year Lease Agreement With A Fifteen-Year Lease Option Between the City of Santa Barbara and the Santa Barbara Zoological Gardens Foundation for Continued Lease of the Property Being Operated as the Santa Barbara Zoological Gardens, Commonly Known as the Santa Barbara Zoo.

DISCUSSION:

Since 1963, the City of Santa Barbara has provided, through two long-term leases, use of City parkland known as the Child's Estate for the development and operation of a community zoo. The current twenty-five year lease, which began in 1987, expires December 30, 2012. Over the last year, staff from both organizations met several times to negotiate a new long-term lease. At its regular monthly board meeting of June 7, 2012, the Zoo Foundation Board unanimously approved by resolution the signing of the new lease.

Santa Barbara Zoo

Opened to the public in 1963, the Santa Barbara Zoo annually welcomes 450,000 area residents and visitors seven days a week, including 40,000 school children. Accredited by the Association of Zoos & Aquariums and licensed by the US Department of Agriculture, the Zoo is home to 160 species of mammals, reptiles, birds, fish, and invertebrates. More than 500 animals are exhibited in open naturalistic habitats. Over the past ten years, the Zoo has invested over \$14 million in major exhibits and capital improvements, including: California Trails, featuring California Condors and Channel Island Foxes (opened in 2009); the renovated elephant exhibit, Elephant Walk (2004); Wings of Asia, a walk-through aviary (2004); and Cats of Africa (2003). Construction will begin in September 2012 on the Discovery Pavilion, a 9,500 square foot "green" education building. This new facility features classrooms that can accommodate 60 students, an exhibit gallery, an animal diet kitchen that can be viewed by guests, and administrative space for professional staff in education, human resources, and conservation/research. The Zoo's annual operating budget of \$8.3 million is

supported in large part through revenue generated by admissions, memberships, food service, retail sales, the Zoo's miniature train, and private events.

Highlights of New Lease

The basic terms of the lease agreement are unchanged for the most part. Changes in several lease sections more accurately describe the operations of the Zoo as it exists today as compared to 1987. A few highlights of the new lease include:

1. The lease term is extended from twenty-five years to thirty-five years with a fifteen-year option, in recognition of the stability of the Zoo operation and to enhance the Zoo's ability to compete for grant funding.
2. The previous lease provided annual General Fund support to the Zoo for grounds maintenance and water costs ranging from \$125,000 - \$168,000 per year (budgeted in Parks and Recreation). This funding was intended to assist the Zoo with developing into the strong, healthy operation it is today. Recognizing the recent fiscal challenges faced by the City, four years ago, the Zoo agreed to a three-year phased elimination of this General Fund support. Both parties agree with the permanent discontinuation of this funding.
3. New language specifically references the Zoo as a Regional Park (previously public park) with uses compatible with operating a zoological garden and Regional Park in accordance with the City Municipal Code Chapter 28.37.
4. The new lease acknowledges that the City and Zoo have shared mutual interests related to circulation and parking in the neighborhoods adjoining and in the vicinity of the Zoo, including Dwight Murphy Park, East Beach, and the Cabrillo Boulevard corridor; allows Zoo use of Dwight Murphy park parking lot on first-come, first-served basis; and says that agencies will work collaboratively on circulation and parking issues.
5. Sections on Water Use, Water Conservation, and Use of Reclaimed Water, have been simplified to refer to a separate Recycled Water Use Agreement executed between the City and Zoo, consistent with how the City works with other entities.
6. Insurance coverage limits and related language have been updated consistent with current City requirements.

The Santa Barbara Zoo is committed to the preservation and conservation of wildlife and natural resources for the benefit, enjoyment, and education of the citizens of Santa Barbara and its visitors. The Zoo provides a high quality zoo experience not often found in similarly sized zoo operations, which is a benefit to the Santa Barbara community that will be continued with this new lease.

SUBMITTED BY: Nancy L. Rapp, Parks and Recreation Director

APPROVED BY: City Administrator's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA APPROVING A THIRTY-FIVE-YEAR LEASE AGREEMENT WITH A FIFTEEN-YEAR LEASE OPTION BETWEEN THE CITY OF SANTA BARBARA AND THE SANTA BARBARA ZOOLOGICAL GARDENS FOUNDATION FOR CONTINUED LEASE OF THE PROPERTY BEING OPERATED AS THE SANTA BARBARA ZOOLOGICAL GARDENS, COMMONLY KNOWN AS THE SANTA BARBARA ZOO

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION 1. In accordance with the provisions of Section 521 of the Charter of the City of Santa Barbara, the lease agreement between the City of Santa Barbara and the Santa Barbara Zoological Gardens Foundation, attached hereto as Exhibit A, for the continued lease of the property being operated as the Santa Barbara Zoological Gardens, commonly known as the Santa Barbara Zoo, for a period of thirty-five years with one fifteen-year option, is hereby approved.

SECTION 2. The City Administrator is hereby authorized to execute the lease agreement between the City of Santa Barbara and the Santa Barbara Zoological Gardens Foundation attached hereto as Exhibit A.

**LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA BARBARA
AND
SANTA BARBARA ZOOLOGICAL FOUNDATION
FOR THE DEVELOPMENT, MAINTENANCE, AND OPERATION OF
THE SANTA BARBARA ZOOLOGICAL GARDENS**

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List of Exhibits

Exhibit A - Premises Map

Exhibit B - Nondiscrimination Certificate

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated for reference purposes _____, 2012 and is effective as of the Effective Date by and between:

THE CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as "City"; and

SANTA BARBARA ZOOLOGICAL FOUNDATION, a California non-profit public benefit corporation, hereinafter referred to as the "Foundation."

WITNESSETH

WHEREAS, the City of Santa Barbara owns certain real property formerly known as The Childs Estate in the City of Santa Barbara as shown on the map attached hereto as Exhibit A; and

WHEREAS, the Foundation has leased the real property depicted on the map attached hereto as Exhibit A since 1963 for the development and operation of an accredited zoological gardens and Regional Park, commonly known as the Santa Barbara Zoo (or the Santa Barbara Zoological Gardens), for the benefit, enjoyment, and education of the citizens of Santa Barbara and its visitors; and

WHEREAS, the primary objectives of the Foundation are to administer, develop, and maintain the zoological gardens and Regional Park in the interests of preservation and conservation of wildlife and natural resources for the continued benefit, enjoyment and education of the citizens of Santa Barbara and its visitors; and

WHEREAS, the Foundation continues its commitment to meet the high accreditation standards of the Association of Zoos & Aquariums while serving over 450,000 annual visitors from the community and tri-county area; and

WHEREAS, the Foundation, with the demonstrated financial support of the public, continues to develop the Regional Park pursuant to the Zoo Master Plan, to create an award-winning facility and operation for the benefit, enjoyment and education of the public; and

WHEREAS, the Foundation continues to contribute to the local economy through its operation, employment, and regional attendance; and

WHEREAS, the best interests of the City and the public will be served by the continued leasing of the Leased Premises to the Foundation for the operation of the zoological gardens as a Regional Park, and

WHEREAS, the City desires to see continued operation of the Santa Barbara Zoological Gardens for the benefit, enjoyment and education of the public.

NOW THEREFORE, the parties hereby mutually agree as follows:

I. DEFINITIONS

The following words have in this Lease the definition attached to them in this section unless otherwise apparent from the context.

“CITY” means City of Santa Barbara, a municipal corporation, its officers, members of the City Council, agents, employees and authorized representatives.

“CITY ADMINISTRATOR” means the City Administrator of the City of Santa Barbara or the Administrator’s designated representative.

“CITY COUNCIL” means the Council of the City of Santa Barbara.

“EFFECTIVE DATE” means the date on which the City ordinance approving the City’s execution of this Lease becomes effective pursuant to Section 514 of the Santa Barbara City Charter.

“EQUIPMENT” means Foundation’s equipment, furniture and moveable property placed in, on or upon the premises by Foundation, including trade fixtures.

“FIXTURES” means any personal property installed in, on or upon the premises by Foundation.

“FOUNDATION” means the Santa Barbara Zoological Foundation, a California non-profit public benefit corporation.

“IMPROVEMENTS” means any addition to or modification, alteration or betterment of the real property made by Foundation including, but not limited to, buildings, animal exhibits, driveways, sidewalks, sewers, utilities and other permanent structures.

“PARKS AND RECREATION DIRECTOR” means the Parks and Recreation Director of the City of Santa Barbara.

“REGIONAL PARK” means facilities defined as such pursuant to Section 28.37.030.A.9. of Chapter 28.37 of the Municipal Code of the City of Santa Barbara.

“ZOO” means the zoological gardens and Regional Park located on the Premises and commonly known as the Santa Barbara Zoo or the Santa Barbara Zoological Gardens.

“ZOO MASTER PLAN” means the Master Plan for the Zoo as approved by the City in 2006 and as amended from time to time prior to or after the Effective Date.

II. PREMISES

City leases to Foundation and Foundation leases from City, the real property located at 500 Niños Drive in the City of Santa Barbara as shown on the map and attached hereto as Exhibit A, hereinafter referred to as the “Premises”.

III. TERM

The initial term of this Lease is thirty five (35) years, commencing upon the Effective Date of the ordinance approving the City’s execution of this Lease (“Commencement Date”). Foundation

shall have the option to extend the term of this Lease for an additional fifteen (15) years subject to the same terms and conditions as set forth in this Lease and any amendments to this Lease that may have occurred prior to the exercise of said option. Foundation may exercise its option to extend the Lease term by sending written notice to City of Foundation's intent to extend the term of this Lease. The option to extend the term of this Lease shall expire if not exercised at least three (3) years prior expiration of the original term of this Lease.

IV. TITLE, CONDITION, AND RENT

4.01 Title to the Premises

Title to the leasehold of the Premises is conveyed by City to Foundation free and clear of all recorded liens, encumbrances, covenants, assessments, easements, leases and taxes, except as are consistent with this Lease.

4.02 Condition of Premises

Foundation accepts the condition of the Premises as is.

4.03 Rent

Foundation shall pay annually to City One Dollar (\$1.00) as rent for the Premises. The rental payment shall accompany the annual report required pursuant to Section 11.01 of this Lease.

V. USE

5.01 Approved Use

Foundation shall use the Premises for the development, operation, and maintenance of an accredited zoological gardens and Regional Park, commonly known as the Santa Barbara Zoo (Santa Barbara Zoological Gardens), for the benefit, enjoyment, and education of the citizens of Santa Barbara and its visitors.

5.02 Zoo Master Plan

Foundation shall operate and develop the Zoo in a manner consistent with the Zoo Master Plan, any currently valid approvals from the City (Planning Commission, Historic Landmarks Commission, Park and Recreation Commission, Council or any other City body from which an approval is necessary) as such approvals may be revised from time to time, and any future approvals related to new development. This provision is not intended to restrict the Foundation from developing and operating the Zoo in a manner consistent with the approved use described in Section 5.01.

5.03 Accreditation

In addition to operating and developing the Zoo in a manner consistent with the Zoo Master Plan, and any applicable City approvals, Foundation shall maintain (i) an accreditation with the Association of Zoos & Aquariums, or any successor to such organization (the "AZA"); and (ii) a current Exhibitor's Permit issued by the U.S. Department of Agriculture (the "USDA"). Foundation shall conduct its operations and shall maintain the Zoo facilities in accordance with the accreditation standards and shall comply with the facilities and operational standards and

requirements of both the AZA and the USDA, as such standards and requirements may be revised from time to time throughout the term of this Lease. If the AZA should cease operation without a successor, City and Foundation shall meet and confer regarding the selection of another appropriate accrediting agency. Any alternative accrediting agency shall be selected by mutual agreement of City and Foundation.

5.04 Additional Specific Allowed Uses

Consistent with Foundation's use of the Premises as an accredited zoological gardens and Regional Park, Foundation may use the Premises or portions thereof for any ancillary and compatible uses which are consistent with and complimentary to the operations of the zoological gardens and Regional Park, as reasonably determined by Foundation and in accordance with Chapter 28.37 of the City Municipal Code. Such additional uses shall include without limitation, making the Premises or portions thereof available for public or private events such as weddings, receptions, conferences, group meetings, fundraising activities (which are consistent with Foundation's nonprofit tax-exempt status), children's educational camps and programs, entertainment or musical events, events, programs and activities related to the Old Spanish Days in Santa Barbara Fiesta and other events, programs and activities. As part of Foundation's supplemental activities on the Premises, or as part of the regular food and beverage service provided on the Premises, Foundation may sell alcohol provided that any such alcohol sales or service is conducted with all necessary licenses. It is the intention of this section to be an enabling provision which permits the widest range of supplemental events and activities on the Premises which are determined by Foundation in its reasonable discretion to be consistent with and complimentary to the operations of the zoological gardens and Regional Park and in accordance with Chapter 28.37 of the City Municipal Code.

5.05 Rules and Regulations

Foundation shall conform to and abide by all laws, rules and regulations relative to the uses herein authorized, and shall be subject at all times to applicable laws, rules, regulations, resolutions, ordinances and statutes of the City of Santa Barbara, County of Santa Barbara, State of California, and the Federal Government. Where permits or licenses are required for the development or use authorized herein, such permits or licenses must be obtained by Foundation from the regulatory body having jurisdiction thereof before such use is undertaken.

5.06 Limitation on Use

Foundation may use or permit the use of the Premises in any manner that is consistent with the permitted uses set forth in Section 5.04 and a Regional Park. Foundation shall use reasonable good faith efforts to engage and permit such uses of the Premises in a manner that is reasonably calculated to minimize or avoid damage, waste or a nuisance, or unreasonable disturbance of owners or occupants of neighboring properties.

VI. OPERATION

6.01 Operating Costs

Foundation shall be responsible for all costs related to the operation of the Zoo including the personnel, supplies, and equipment necessary for the care of the animals and the maintenance and operation of the Premises.

6.02 Fees and Charges

Foundation may impose and collect fees and charges for entrance to and use of the zoo facilities and for any supplemental services provided, facilities rental fees and charges, food and beverage service and the sale of goods and services.

6.03 Concessions and Vending

Foundation may provide for the operation of retail concessions upon the Premises. Concessions may be operated by the Foundation's own employees or by contract.

All foods, beverages, confectionery, refreshments, or other items, sold or kept for sale shall conform in all respects to federal, state and municipal laws, ordinances and regulations. Foundation shall require all concessionaires operating under the Foundation's authority to obtain at their own expense any and all permits or licenses that may be required in connection with the operation of any concession.

Any concession agreement entered into by Foundation shall only be a license to provide services on the Premises and shall not constitute an interest in the real property of the Premises. Any and all concession agreements shall terminate upon Foundation's assignment of this Lease or other termination of Foundation's interest in the Premises, unless expressly assumed, in writing, by the Foundation's successor in interest.

6.04 Solicitation of Grants

Foundation shall be responsible for and shall have the right to solicit and receive grants, donations and gifts to fund the development, maintenance and operation of the Zoo. If not in conflict with other granting priorities of the City, at the reasonable request of Foundation, City shall endorse Foundation grant applications when required by a granting agency.

6.05 Exclusive Use of Funds

All monies received by Foundation for development, maintenance and operation of the Zoo shall be used exclusively for said purposes. All monies received by Foundation from the operation or use of the Zoo shall be committed to the development, maintenance and operation of the Zoo and no other use. No member of Foundation's Board of Directors shall receive any direct financial benefit from the use of such funds; provided, however, the Foundation may pay reasonable compensation for services rendered to the Foundation by a member of the Foundation's Board of Directors or by a firm that employs a member of the Foundation's Board of Directors.

6.06 Naming of Zoo Facilities

Notwithstanding the provisions of Chapter 22.48 of the Santa Barbara Municipal Code, Foundation shall have the right to name areas and facilities within the Premises pursuant to the request of persons or organizations who have made contributions towards the development of the Zoo.

6.07 Animals, Specimens, and Collections

All animals, specimens, and collections furnished by the Foundation shall remain the property of the Foundation and may, from time to time, be exchanged, sold, or otherwise disposed of as the Foundation may determine in its sole discretion.

6.08 Circulation and Parking

City and Foundation have shared mutual interests related to circulation and parking in the neighborhoods adjoining and in the vicinity of the Premises, East Beach and the Cabrillo Boulevard corridor. City acknowledges that from time to time Foundation staff and visitors may use the parking facilities located at Dwight Murphy Field and on the streets in the vicinity of the Premises. Foundation acknowledges that the parking facilities located at Dwight Murphy Field are primarily intended to serve park uses occurring at Dwight Murphy Field. Any use of the parking facilities at Dwight Murphy Field by employees or guests of the Zoo is secondary to the park uses and shall occur on a first-come, first-served basis without prior assignment or reservation. City and Foundation covenant and agree to cooperate with one another in connection with the circulation and parking issues associated with the Premises, East Beach and the Cabrillo Boulevard corridor.

VII. MAINTENANCE

7.01 Maintenance

Foundation, at its sole cost and expense, shall keep and maintain the Premises and all improvements, fixtures, equipment and utilities on the Premises in good order, condition and repair and in compliance with all applicable laws. City shall have the right to enter upon the Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and to conduct repairs as City may be required to perform under the provisions of this Lease.

7.02 Water Quality

Foundation shall comply with applicable laws regarding the quality of storm water, surface water, and ground water and any approved water quality plan.

7.03 Recycled Water Use

The City and the Foundation agree to a policy of designing and planning new projects and exhibits on the Premises to use recycled water for irrigation, toilet flushing, fountains, and other appropriate uses to the greatest extent practicable.

For the term of this Lease, Foundation shall comply with the Recycled Water User Agreement executed by the City and the Foundation, as such agreement may be amended from time to time.

VIII. TAXES AND UTILITIES

8.01 Taxes

Foundation shall pay, prior to delinquency, all taxes assessed against or levied upon the real property of the Premises or any personal property of Foundation located on the Premises. In addition, Foundation shall pay, prior to delinquency, any taxes related to the use or operation of the Premises including, but not limited to, any sales taxes related to retail sales conducted on the Premises.

8.02 Utilities

Foundation shall be responsible for the payment of charges incurred for all water, sewer, gas, electricity, telecommunications, trash disposal, to the extent applicable, and any other utilities and services supplied to the Premises, together with any taxes thereon.

IX. IMPROVEMENTS TO PREMISES

9.01 City Charter Section 520

All development of the Premises pursuant to this Lease shall be compatible with and accessory to the park and recreation purposes for which the City Council has designated the Premises in accordance with section 520 of the City Charter and Chapter 28.37 of the City Municipal Code. A City Council finding of compatibility shall be required as a condition precedent for any consent for any development, installation or use of the Premises not specified in the Zoo Master Plan, the uses allowed in Regional Parks pursuant to Chapter 28.37 of the Municipal Code, or this Lease.

9.02 Future Development of Premises

A. Foundation shall conduct no new construction, installation, grading or other development in, on or upon the Premises that would require a building permit under the California Building Code, as such code is adopted by the City of Santa Barbara, or a Coastal Development Permit without the prior written consent of the Parks and Recreation Director, who shall review proposed projects in consultation with the Public Works Director. Such consent may be documented by the Parks and Recreation Director executing the master application for new development projects. When seeking approval for a proposed project, Foundation shall provide the Parks and Recreation Director with conceptual engineering and design plans for the proposed project. Foundation may appeal the denial of a project by the Parks and Recreation Director to the City Council in accordance with section 1.30.050 of the Santa Barbara Municipal Code.

The approval of any project by the Parks and Recreation Director or the City Council on appeal pursuant to this provision shall constitute an action of the City in its proprietary capacity only and shall in no way excuse Foundation from complying with any laws, rules, regulations and ordinances regarding the development and use of the Premises nor shall any approval pursuant to this provision limit the exercise of discretion in the design review process by any City officer, board or commission or the City Council. Foundation shall be exempt from the obligation to pay City development fees and permit fees for any construction, project or development on the Premises during the term of this Lease. This exemption from fees does not apply to mitigation fees, utility buy-in or connection fees, or any other fees that do not relate to the review of a development application or the permitting or inspection of construction.

B. All construction undertaken pursuant to this Lease shall be of first quality construction and architectural design and in accordance with plans and specifications submitted to and approved by City.

C. Foundation and City shall share with each other all geological, hydrological, or other reports or studies of the Premises that either party may prepare or cause to be prepared.

D. At least ten (10) days prior to commencement of any construction on the Premises, Foundation shall provide to City evidence of a payment and performance bond, letter of credit or cash or securities on deposit in an amount equal to one hundred percent (100%) of the contract price as security for the contractor's faithful performance of the construction. This bond, letter of credit, cash or securities shall be in such form and with such surety, brokerage, or depository institution as may be approved by City. Foundation shall bear all costs and fees associated with any bond, letter of credit, cash or securities as provided herein. In lieu of a payment and performance bond, Foundation may in its discretion provide City with either (i) evidence of cash or readily available securities on deposit in a Foundation account with any bank, savings and loan or other brokerage or financial institution in and amount; or (ii) a letter of credit, standby revolving credit loan or other credit facility sufficient to pay one hundred percent (100%) of the contract price for any construction, project or development on the Premises.

E. To the extent the California Labor Code requires the payment of prevailing wages for any work on improvements, fixtures or equipment on the Premises, Foundation shall ensure that any contractors hired by Foundation to perform any such work shall comply with the provisions of the Labor Code and Foundation shall indemnify and hold the City harmless for the failure of any contractor to comply with the provisions of such code.

X. TITLE

10.01 Title to Real Property

Title to the real property which is the subject of this Lease shall remain vested in the City.

10.02 Improvements Constructed by Foundation

Title to all Improvements and Fixtures constructed or placed by Foundation upon the Premises shall remain vested in Foundation until termination of this Lease. Upon expiration of the term or other termination of this Lease, title to all Improvements upon the Premises shall vest in City without compensation therefor to Foundation. Upon expiration of the term or other termination of this Lease, Foundation shall retain ownership of any removable Fixtures. Unless Foundation receives prior written consent from the City to leave such Fixtures in place as part of the Premises, Foundation shall remove all Fixtures from the Premises upon expiration of the term or other termination of this Lease.

XI. OBLIGATIONS OF FOUNDATION

11.01 Annual Report

On or about August 1st of each year during the term of this Lease, Foundation shall submit to the City an annual report showing its revenues and income, its expenditures, its resources and a descriptive account of its activities during the preceding twelve months together with an audited financial statement for the applicable period.

11.02 Maintenance and Inspection of Records

Foundation shall maintain true, correct and accurate records of its development, maintenance and operation of the Premises. Foundation shall keep and maintain said records for not less than five (5) years in its offices on the Premises.

All of the Foundations books of account and records relating to this Lease shall be made available at one location within the City limits of the City of Santa Barbara. City shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records (including any tax returns filed by Foundation) at reasonable times and upon reasonable notice for the purpose of determining the accuracy thereof. Any audit of such books and records shall be conducted at City's expense.

XII. INDEMNITY AND INSURANCE

12.01 Indemnity & Hold Harmless

Foundation agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorneys' fees) and causes of action of whatsoever ("Losses") character which the City may incur, sustain or be subjected to on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed or occupancy, operation, maintenance, enjoyment, or use of the Premises under this agreement and arising from any cause whatsoever, excluding any Losses resulting from the gross negligence or willful misconduct by the City.

12.02 Insurance

A. Required Insurance Coverage

Foundation shall maintain and keep in force during the term of this Lease, for the mutual benefit of City and Foundation, at Foundation's sole cost and expense, the following insurance:

1. Property Insurance insuring against loss of or damage to all improvements, fixtures and equipment on the Premises resulting from fire, lightning, vandalism, malicious mischief and those risks ordinarily insured by special form property coverage. Such property insurance shall be in an amount equal to the full replacement cost of said improvements, fixtures and equipment, including all required code upgrades. In addition, Foundation shall at its expense provide such additional insurance as may be reasonably required in the event Foundation provides alcohol service on the Premises.

2. Comprehensive General Liability Insurance with limits of not less than Ten Million Dollars (\$10,000,000) in any combination of primary or excess coverage for each occurrence combined single limit for bodily injury and property damage. Coverage thereunder shall include endorsements for contractual liability, personal injury, owners' and contractors' protection, and fire legal liability.

3. Automobile Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000) in any combination of primary or excess coverage each occurrence combined single limit for bodily injury and property damage for all vehicles owned or operated by Foundation.

4. Workers' Compensation Insurance in compliance with statutory limits.

B. General Insurance Policy Requirements

1. All insurance provided for in this section shall be enacted under valid and enforceable policies in form and substance satisfactory to City issued by insurers satisfactory to City and authorized to do business in the State of California. Such insurance shall apply as primary and not in excess of or contributing with any insurance that City may carry. The policies required shall name City, its officers, employees and agents as additional insured. Foundation's insurance policies shall apply separately to each named or additional insured as if separate policies had been issued to each. Foundation's insurance, as required by this Lease, shall not be subject to cancellation or material reduction without at least thirty (30) days prior written notice to the City. Foundation shall furnish to City a Certificate of Insurance evidencing that the above requirements have been met on or before the commencement of this Lease and upon the renewal of each policy.

2. Foundation hereby expressly waives on behalf of its insurers hereunder any right of subrogation against City by reason of any claim, liability, loss or expense arising under this Agreement. This provision applies regardless of whether or not the Foundation obtains a waiver of subrogation endorsement from its insurer.

3. City shall retain the right to review at any time the coverage, form and amount of insurance required hereby. If, in the opinion of City, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Foundation to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks that exist at the time a change in insurance is required.

4. The procuring of such required policy or policies of insurance shall not be construed to limit Foundation's liability hereunder or to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Foundation shall be obligated for the full and total amount of any damage, injury or loss caused by negligence or neglect connected with this Lease or with use or occupancy of the Premises.

12.03 Use of Insurance Proceeds

Upon the occurrence of any loss, the proceeds of any insurance shall be paid to a financial institution or trust company with an office in Santa Barbara County designated by Foundation and approved by City (the "Insurance Trustee"). In the event of such loss, to the extent of available insurance proceeds received by Foundation, Foundation shall be obligated to rebuild or replace the destroyed or damaged improvements, equipment or fixtures in the same or better condition as they existed prior to such loss. All sums deposited with the Insurance Trustee shall be held in trust by the Insurance Trustee with the following powers and duties:

A. The Insurance Trustee shall pay the contractor retained by Foundation for the restoration in installments as the construction progresses. A retention fund of ten percent (10%) of the total contract price shall be established. The contractor shall be paid the retained amount upon the completion of the restoration, acceptance of the work by the Foundation and City, payment of all costs, expiration of all applicable lien periods and proof that the Premises is free of all mechanics' liens and lienable claims.

B. Payments to the contractor shall be made on presentation of certificates or vouchers from the architect or engineer retained by Foundation showing the amount due. If the Insurance Trustee, in the Insurance Trustee's reasonable discretion, determines that the certificates or vouchers are being improperly approved by the architect or engineer retained by Foundation, the Insurance Trustee shall have the right to appoint an architect or engineer to supervise the construction and to make payments to the contractor on certificates or vouchers approved by the architect or engineer retained by the Insurance Trustee. The reasonable expenses and charges of the architect or engineer retained by the Insurance Trustee shall be paid by the Insurance Trustee out of the trust fund.

C. If the sums held by the Insurance Trustee are insufficient to pay the actual cost of the repair, restoration or replacement, Foundation shall have the right but not the obligation to deposit the amount of the deficiency with the Insurance Trustee within thirty (30) days after request by the Insurance Trustee indicating the amount of the deficiency.

D. Any undistributed funds following compliance with the provisions of this section shall be delivered to Foundation.

E. All actual costs of the Insurance Trustee shall first be paid from the insurance proceeds, then by Foundation. If the Insurance Trustee resigns or for any reason is unable or unwilling to act or continue to act in accordance with these provisions, Foundation shall substitute a new trustee for the designated trustee. The new trustee must be a financial institution or trust company with an office in Santa Barbara County approved by City.

F. Both Parties shall promptly execute all documents and perform all acts reasonably required by the Insurance Trustee in order for the Insurance Trustee to perform its obligations under this section.

12.04 Termination of Lease Following Damage or Destruction

Notwithstanding anything in this Lease to the contrary, in the event of any damage or destruction of the Premises or any improvements thereon which prevents the Foundation from operating the Zoo in its reasonable business discretion, Foundation shall have the right to terminate this Lease by written notice to the City given not less than ninety (90) days before the effective date of termination. In the event Foundation terminates this Lease following an event of damage or destruction to the Premises or any improvements thereon, the proceeds of any insurance on account of such damage or destruction shall be paid to City.

XIII. DEFAULT

13.01 Events of Default

Any of the following occurrences or acts shall constitute an "Event of Default" under this Lease:

A. If Foundation at any time during the term (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law or equity or before any administrative tribunal which have or might have the effect of preventing Foundation from complying with the terms of this Lease) shall fail to observe or perform any of Foundation's covenants, agreements or obligations hereunder and such failure is not cured within sixty (60) days after receipt of written notice thereof by City to Foundation or, in the case of any failure which cannot with due diligence be cured within such sixty-day period, if Foundation should not proceed promptly to cure the same and thereafter conduct the curing of such failure with diligence, it being intended that the time within which to cure the failure shall be extended for such period as may be necessary to complete the curing of the same with diligence; or

B. If Foundation shall be liquidated or dissolved or shall begin proceedings toward its liquidation or dissolution without the prior written consent of City; or

C. If Foundation shall commit or suffer to be committed any waste of the Premises or any part thereof which is not cured within sixty (60) days after receipt of written notice thereof by City to Foundation or, in the case of any failure which cannot with due diligence be cured within such sixty-day period, if Foundation should not proceed promptly to cure the same and thereafter conduct the curing of such failure with diligence, it being intended that the time within which to cure the failure shall be extended for such period as may be necessary to complete the curing of the same with diligence; or

D. If Foundation shall alter the improvements on the Premises in any manner, except as expressly permitted by this Lease; or

E. If Foundation shall fail to maintain or replace the insurance as required by this Lease promptly after written notice from City to Foundation; or

F. If Foundation shall engage in any financing except as consented to by the City, or any other transaction creating any mortgage on the Premises, or place or suffer to be placed thereon any lien or other encumbrance, or suffer any levy or attachment to be made thereon without the prior knowledge and consent of City, which lien, encumbrance, levy or attachment the Foundation fails to bond over within thirty (30) days after written notice from the City; or

G. If Foundation fails to operate the Zoo for more than seventy-two (72) consecutive hours, except in the case of such closures as may be allowed or provided for by this Lease (hereafter referred to as an "Abandonment"), City may enter the Premises and operate the Zoo until the resolution of the situation that led to the Abandonment or until the termination of this Lease by either party. If the Lease is not terminated, City reserves the right to charge Foundation for costs incurred by City in the operation of the Zoo during the course of an Abandonment.

13.02 Remedies

Upon the occurrence of any Event of Default described above, City may terminate Foundation's right to possession by any lawful means, in which case this Lease shall terminate and Foundation shall immediately surrender possession to City. In such event, City shall be entitled to recover from Foundation, any amount necessary to compensate City for all the detriment proximately caused by an affirmative act of Foundation or Foundation's failure to perform its obligations under this Lease.

XIV. CONDEMNATION

If the Premises or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that only a portion of the Premises is condemned, Foundation may, at Foundation's election, terminate this Lease as of the date the condemning authority takes possession. If Foundation does not elect to terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. In the event that this Lease is not terminated by reason of the Condemnation, Foundation shall repair any damage to the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of City; provided, however, Foundation shall be entitled to recover all just compensation to which it may legally be entitled, including but not limited compensation for improvements on the Premises owned by the Foundation as described in Section 10.02 above.

XV. MISCELLANEOUS AND INTERPRETIVE PROVISIONS

15.01 Assignment

Foundation shall not assign this Lease or sublease all or any portion of the Premises without the prior written consent of the City Council.

15.02 Successors

This Lease shall be binding upon City and Foundation, their personal representatives, successors and assigns.

15.03 Choice of Law; Venue

This Lease shall be governed by the laws of the State of California. Any litigation between the Parties concerning this Lease shall be initiated in the County of Santa Barbara, State of California.

15.04 Nondiscrimination Certificate

Foundation agrees to comply with City's nondiscrimination certificate which is attached hereto as Exhibit B and incorporated herein by reference.

15.05 Captions

Neither the index nor the title nor the heading to the sections in this agreement are part of this agreement and shall have no effect upon the construction or interpretation of any part hereof.

15.06 Recordation

This Lease may be recorded or an abstract, memorandum or short form agreement may be recorded at Foundation's expense in the Office of the County Recorder of Santa Barbara County, California. City and Foundation agree to execute any abstract, memorandum or short form of this agreement in the form and substance as required by any title insurance company insuring Foundation's leasehold interest in the Premises.

15.07 Amendments

This Lease may be amended only in writing, properly executed by City and Foundation.

15.08 Severability

If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and in no way be affected, impaired or invalidated thereby.

15.09 Time

Time is of the essence in this Lease.

15.10 Execution and Counterpart

This Lease may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one and the same instrument.

15.11 Consent of Parties

Unless another standard or condition is specified in the particular provision, whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval or grant it on unreasonable conditions.

15.12 Corporate Authorization

Each individual executing this Lease on behalf of any entity shall represent and warrant that he or she is duly authorized to execute and deliver the Lease on behalf of said entity in accordance with the duly adopted resolution of the Board of Directors or equivalent of that entity and that this Lease is binding upon that entity in accordance with its terms.

15.13 Exhibits

Attached hereto are Exhibits A and B both of which constitute part of this Lease and are incorporated herein by this reference.

15.14 Notices

All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail with the U.S. Postal Service, with postage prepaid, and shall be deemed sufficiently given if served in the manner specified herein. If such notice is intended for City it shall be addressed to:

City Clerk
City of Santa Barbara
P.O. Box 1990
Santa Barbara, CA 93102-1990

with a copy to:

Parks and Recreation Director
Parks and Recreation Department

PO Box 1990
Santa Barbara, CA 93102-1990

and if intended for Foundation it shall be addressed to:

Santa Barbara Zoological Foundation
Attn: Executive Director
500 Ninos Drive
Santa Barbara, CA 93103

or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices sent by overnight courier services that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the courier. If notice is received on Saturday, Sunday or a legal holiday, it shall be deemed received on the next business day.

15.15 No Waiver

No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege or option hereunder. No waiver of any provision hereof by City or Foundation shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by City or Foundation, as the case may be. Failure by City or Foundation, as the case may be, to enforce any of the terms, covenants or conditions of this Lease for any length of time or from time to time shall not be deemed to waive or decrease the right of City to insist thereafter upon strict performance by Foundation.

15.16 No Right to Holdover

Foundation has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. Nothing contained herein shall be construed as consent by City to any holding over by Foundation.

15.17 Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15.18 Surrender of Premises

Foundation shall surrender the Premises upon the expiration of this Lease or upon any earlier termination date, other than termination following damage or destruction pursuant to Section 12.04, with all of the improvements and fixtures in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice.

15.19 No Prior or Other Agreements

This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no prior or contemporaneous agreement or understanding shall be effective. Upon the Commencement Date of this Lease, the prior lease between the Parties dated December 30, 1987 is hereby amended, restated and superseded by this Lease.

XVI. TERMINATION

16.01 Termination

Foundation shall have the right to terminate this Lease at any time with or without cause upon twelve (12) months written notice to City. If Foundation elects to terminate this Lease, Foundation shall effective upon the date of termination of this Lease immediately surrender possession of the Premises in accordance with Section 15.18 above.

16.02 Disposition of Assets of the Foundation Upon Termination

Foundation's assets are irrevocably dedicated to charitable purposes pursuant state and federal laws including, without limitation, Section 501(c)(3) of the Internal Revenue Code. The disposition of Foundation's assets following the expiration or termination of this Lease shall be subject to such laws, rules and regulations.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date and year first above written.

CITY OF SANTA BARBARA, a municipal corporation

By: _____
James L. Armstrong,
City Administrator

SANTA BARBARA ZOOLOGICAL FOUNDATION, a California nonprofit public benefit corporation

By: _____
Kelly Jensen, President

ATTEST

Deputy City Clerk

APPROVED AS TO CONTENT:

Nancy Rapp,
Parks and Recreation Director

APPROVED AS TO FORM:
Stephen P. Wiley, City Attorney

By: _____
N. Scott Vincent,
Assistant City Attorney

APPROVED AS TO INSURANCE

Mark Howard, Risk Manager

EXHIBIT A

All that certain real property owned by the City of Santa Barbara, California, within the City of Santa Barbara, California, lying Northerly of Cabrillo Boulevard, Westerly of the Andree Clark Bird Refuge, Easterly of Sycamore Canyon Creek, and southerly of the Southern Pacific Railroad right of way and as more particularly shown on the map attached hereto and outlined in red.



Features shown hereon were compiled from the records of various public and private entities and are for informational purposes only. The City of Santa Barbara does not accept any responsibility for the positional or completeness of this information.

M:\Administration Services\Information Systems\GIS Collaboration\GIS Test\Public World\Engineering\SB Zoo\Zoo Lease Area.mxd

Zoo Lease Area

Exhibit "A"

Legend

- Santa Barbara Zoo
- Parcels



LESSEE'S OBLIGATION FOR NON-DISCRIMINATION CERTIFICATE
(Santa Barbara Municipal Code Section 9.130.020)

I. Certificate Generally.

Consistent with a policy of non-discrimination in the use of real or personal property owned by the City of Santa Barbara a "lessee's obligation for non-discrimination certificate", as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all leases of City owned real or personal property.

II. Contents of Certificate.

The "lessee's obligation for non-discrimination" is as follows:

(a) Lessee in the use of the property which is the subject of this lease or in the operations to be conducted pursuant to the provisions of this lease, will not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Sections 12900 - 12996) except where such discrimination is related to bona fide occupational qualification.

(b) Lessee shall furnish its accommodations and services on a fair, equal and non-discriminatory basis to all users thereof and lessee shall only charge fair, reason-able and non-discriminatory prices for each unit of service.

Lessee may make reasonable and non-discriminatory rebates, discounts or other similar price reductions to volume purchasers to the extent permitted by law.

(c) Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Sections 12900 - 12996) except where such discrimination is related to bona fide occupational qualification.

(d) Lessee shall not discriminate or allow discrimination either directly or indirectly, in hiring or employing persons to work on the leased premises.

(e) Lessee agrees that it shall insert the above articles in any agreement by which said Lessee transfers any interest herein or grants a right or privilege to any person, firm or corporation to use the leased premises or to render accommodations and services to the public on the leased premises.

(f) Non-compliance with provisions (a), (b), (c), (d), and (e) above shall constitute a material breach hereof and in addition to any other remedies provided by law or this lease, in the event of such non-compliance the Lessor shall have the right to terminate this lease and the interest hereby created without liability therefor, or at the election of the Lessor, the Lessor shall have the right to enforce judicially said provisions (a), (b), (c), (d), and (e).

In the event the Lessee is found to have failed to comply with the provisions of articles (a), (b), (c), (d), and (e) and notwithstanding any other remedy pursued by Lessor, the Lessee shall pay to the Lessor the sum of \$25.00 per day for each incident of a failure to comply.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012
TO: Mayor and Councilmembers
FROM: Business & Property Division, Airport Department
SUBJECT: Proposed FY 2013 Airline Rates And Charges For New Terminal

RECOMMENDATION:

That Council approve airline rates and charges for the new Airline Terminal including an annual Airline Terminal building space square footage rate of \$85; a boarding bridge fee of \$65 per turn; and a landing fee of \$3.40 per thousand pounds of gross landed weight effective July 1, 2012 through June 30, 2013.

DISCUSSION:

Background

The airlines serving Santa Barbara operate under annual Operating Permits rather than Lease Agreements. The Operating Permit establishes rental rates for airline terminal space and landing fees, and addresses security and operational requirements.

The airline annual Operating Permit has been expanded to incorporate specific uses for the expanded building space, Airport rules and regulations, and passenger boarding equipment in the new Airline Terminal building.

Air Service Changes

As the airline industry seeks profitability with mergers and bankruptcy, air service nationwide and at Santa Barbara continues to be impacted. The airlines continue efforts to reduce capacity, removing low performing routes and grounding obsolete aircraft. In calendar year 2011, Santa Barbara's seat capacity was reduced by 12.25% from the prior year. With the seasonal service to Portland, Oregon added June 4, 2012, there are 6 non-stop destinations with service from five major airlines. However, with the reductions in seat capacity, passenger traffic for calendar year 2011 decreased 5% and year-to-date through May, the passenger count is down slightly by 3.2%.

Bond Debt Service Payments

The 2009 Bonds included capitalized interest through December 2011. The first debt service payment that requires Airport revenues occurs in June 2012. Fiscal Year 2013 operating budget includes a full year of the debt service requirement.

Methodology for Calculating Airline Rates and Charges

- **Airport Department Budget**

The new rates have been developed by using the Fiscal Year 2013 operating and maintenance budget for the Airport Department, \$12,871,000 (rounded). Airport expenses are defined as all reasonable costs and expenses incidental to, necessary for, or arising out of maintaining and repairing the Airport. The calculation of airline rates, fees, and charges is based on recovering the following costs from the Fiscal Year 2013 Department Budget:

- i. Direct and indirect operating expenses,
- ii. Debt service associated with capital improvements less any pledged federal grants, passenger facility charge (PFC) revenues, or customer facility charge (CFC) revenues, and
- iii. Annual deposits to the Mandatory Reserve Funds and the Capital Reserve Fund.

These projected expenses are allocated to five cost centers as follows:

1. Airfield – including runways, taxiways, ramp and grass areas and totaling 35% of the budget;
2. Terminal building – the new passenger terminal, including the sidewalk and curb adjacent to the landside of the terminal and the various non-airline functions in the building, and totaling 50% of the budget;
3. Passenger Boarding Bridges – at the request of the airlines a separate cost center was established for the bridges that channel passengers between the terminal and certain aircraft, totaling 0.4% of the budget;
4. Commercial and industrial –non-aviation resources including Airport property leased to private commercial and industrial tenants north and south of Hollister Avenue and totaling 10% of the budget; and
5. Other buildings and areas – including general aviation, cargo, automobile parking, landscaping, roadways, parking lots, etc. and totaling 4.6% of the budget.

The allocated costs are reduced by Airport revenues. The net amount for the Terminal building, Passenger Boarding Bridges, and Airfield (landing fee) is recovered from the airlines in annual square foot building rates, boarding bridge fees, and landing fees.

The calculation for establishing the Airline Rates and Charges is more fully described in the Attachment to this report.

- **Airline Negotiations**

Annually, the airlines and Airport staff negotiate the rates and charges for the next fiscal year. The airline properties representatives selected SkyWest Airlines' Manager of Airport Affairs as the lead negotiator and asked that he continue the discussions with the Airport on behalf of the airlines.

Airport staff met with the airline representatives on April 26, 2012. Prior to the meeting, the rate calculation spreadsheet report based on the proposed FY 2013 operating budget, and a detailed memo explaining the budget and all changes was distributed to the airline representatives.

After a thorough review of the budget data, the airlines concurred with the proposed rate changes. The building rental rate increases from \$77 to \$85 per square foot per year, the Boarding Bridge fee increases from \$42 to \$65 per turn; and the Landing Fee increases from \$2.50 to \$3.40 per thousand pounds of landed weight.

Cost Per Enplaned Passenger

Airlines use "Cost per Enplaned Passenger" (CPE) as a key indicator for their decisions about where to locate air service. The CPE is a ratio, not a specific charge. It represents the total costs of airport operations that are allocated to airlines and are charged to them in landing fees, rents or other specific charges, divided by the total number of passengers boarding planes each year.

As enplanements decrease the Cost per Enplaned Passenger ratio will increase, and as costs increase the ratio will also increase. All things being equal, CPE will get lower as passenger activity increases. Airports use the CPE ratio as a guide for cost containment and comparison with competing and/or similar sized airports.

A target Cost per Enplaned Passenger ratio with the FY 2012 rates and charges was \$9.75. The actual CPE for the new facility is \$8.81. The original bond financial feasibility report listed a \$7.50 CPE, however, that was based on the annual passenger levels of 2008. The airlines recognize the changes that have taken place and acknowledge the reason for the increase.

Airport Commission

On June 20, 2012, the Airport Commission reviewed the proposed airline rates and charges and recommended approval.

ATTACHMENT: Calculation of Airline Rates and Charges

PREPARED BY: Hazel Johns, Assistant Airport Director

SUBMITTED BY: Karen Ramsdell, Airport Director

APPROVED BY: City Administrator's Office

CALCULATION OF AIRLINE RATES AND CHARGES

Airline Terminal Building Rental Rate

The Airline Terminal building rental rate is calculated by adding the allocation of the Airport maintenance and operating costs, Council mandated reserves, the building's debt service, and the amortization amount for Airport cash funded capital projects. The Total Terminal Cost for FY 2013 equals \$7,811,000.

Revenue generated from Terminal passengers in the rental car, gift and food and beverage concessions is deducted from the Total Terminal Cost, leaving a Terminal Building Requirement of \$5,743,000 that needs to be recovered from airline rentals.

The rental rate charged to the airlines is calculated by dividing the amount to be recovered (\$5,743,000) by the total Terminal building square footage (67,586). The result of that calculation is the annual Terminal Building square footage rate which is \$84.97 or \$85.

Boarding Bridge Fee

This cost center only applies to airlines that use the passenger boarding bridges. United Express will not use the boarding bridges for turboprop aircraft.

The boarding bridge fee is calculated by adding the allocation of maintenance and operating costs, Council mandated reserves, and the debt service amount attributed to the three boarding bridges which equals the Boarding Bridge Requirement to be recovered, or \$207,000.

The fee charged to the airlines is calculated by estimated the number of times the airlines will use the boarding bridges during the year based on their schedules. Each use of the bridge is called a "turn". It is estimated that there will be 4,300 "turns". The Passenger Boarding Bridge Requirement to be recovered (\$207,000) is divided by the number of "turns" (4,000) which equals \$64.25 or \$65, the fee charged for each use of the boarding bridge.

Airline Landing Fee

The Landing Fee is a residual fee. The costs for maintenance and operation, the net debt service requirement, Council mandated reserves, and the amortization amount for Airport cash-funded capital projects are added together for a total Airport Cost Base of \$14,808,000.

The Cost Base Amount is then reduced by the total revenue projected from Commercial/Industrial properties, all other non-airline revenues, the projected Airline Terminal Building space rental, and the Boarding Bridge fees. The remaining amount equals \$1,689,000 which is the Airline Landing Fee Requirement.

Next the Projected Airline Landed Weight is estimated by using the airline schedules to project the number of landings and aircraft type and weight for the year. The weight used for each aircraft type is based on the published maximum gross landed weight. The landed weight projection for FY 2013 is 425,000 (1,000-pound units).

The Airline Landing Fee Requirement (\$1,689,000) is divided by the projected landed weight (425,000) which equals the landing fee rate (per 1,000 lbs. of landed weight) of \$3.97. However, the airlines negotiated a rate of \$3.40 per thousand pound landing fee to allow a margin of error on the flight schedule and the operating cost projections.



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: Administration Division, Airport Department

SUBJECT: Acceptance Of Federal Aviation Administration Airport Improvement Program Grant Offer For Santa Barbara Airport

RECOMMENDATION:

That Council accept and authorize the Airport Director to execute, on behalf of the City, a FAA Grant offer in an amount not to exceed \$2,800,000 in Airport Improvement Program funds. The funds will be used for the Airport Terminal Improvement project, Phase V and the rehabilitation of Taxiways C, H, and J, Phase I.

DISCUSSION:

Background

The FAA under authorization from the United States Congress distributes Airport Improvement Program (AIP) funds each year. Half of each year's authorized level of AIP funding is distributed to all eligible commercial service airports through an entitlement program that guarantees a minimum level of federal assistance each year, based on prior year passenger enplanement levels. The remaining AIP funds are distributed on a discretionary basis.

The FAA Airport District Office will be issuing annual AIP grants prior to September 1, 2012. All grants must be based on certified bids for each project. The total funding amount for the 2012 entitlement grant is estimated at \$2,800,000.

Grant Projects

The projects proposed for the 2012 allocation are the Airline Terminal Project. The original budget for this project included approximately \$12,500,000 in Airport Improvement Program grants. Under the 2012 grants an estimated \$750,000 will be used to reimburse the Airport for constructing the public area, roadways, and ramp for the new terminal project.

The second project is a request for design, permitting and rehabilitation construction of taxiways C, H, and J. The taxiways have not had any major maintenance in 10-15 years. The new surface will eliminate foreign object debris (FOD) and increase operational safety. Construction bids on this project are due in late July.

Grant Offer

Airport staff has been verbally notified by FAA that the Airport Improvement Grant application has been approved and funds will be available prior to September 1, 2012.

In order to meet the FAA's deadline for acceptance of the grant award, staff is requesting early authorization, based upon the verbal notification, for the Airport Director to execute the grant agreements for the Federal Fiscal Year 2012, when the actual documents with the specific fund amounts arrive.

BUDGET/FINANCIAL INFORMATION:

Upon receipt of the actual grant agreements, staff will return to Council to appropriate the grant revenue and matching sponsor share, 9.34% of the total project cost, which will be funded from Airport reserves above policy requirements.

PREPARED BY: Hazel Johns, Assistant Airport Director

SUBMITTED BY: Karen Ramsdell, Airport Director

APPROVED BY: City Administrator's Office



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Participation In Nextdoor Neighborhood Website

RECOMMENDATION:

That Council approve the City's participation in the Nextdoor neighborhood website to help the City communicate with residents on neighborhood issues, services and activities.

DISCUSSION:

Nextdoor is a website that enables neighbors to create private social networks for their neighborhood. The website allows neighbors to communicate with each other through a private site that is accessible only to the residents of that neighborhood. Once neighbors verify their addresses and join their neighborhood website, they can ask for advice, request and share local service recommendations, and share neighborhood information with each other. Participants can choose to see and respond to updates either via email, or only on the website. Residents and neighborhoods can participate in the site free of charge.

City staff in several departments have reviewed the Nextdoor website and expressed an interest in supporting the site. In addition to providing a venue for neighbors to communicate, the site provides the City with the ability to post information on neighborhood issues, services, and events.

The City uses many tools to communicate with the public, including media releases, electronic and printed newsletters, email subscriptions, City TV programming, websites, social media, direct mailings and brochures. Despite a wide array of options, there are very few tools to target communication to residents in specific neighborhoods.

The City's General Plan recognizes 32 neighborhoods, each with unique qualities and infrastructure needs (see Neighborhood Map in Attachment 1). The City could use the Nextdoor website to send news or information to the neighborhoods most affected by a particular project or event. For example, the City could post information on construction updates, police alerts, emergency bulletins, emergency response training, and neighborhood planning and outreach.

If the City participated in the website, the City would not oversee the site or have responsibility to sustain the site. While staff would be able to post information for neighborhoods, they would not have access to neighborhood websites. Neighborhood content can only be viewed by members who live within the boundary. Nextdoor has provided a list of frequently asked questions and responses to help the City and public learn about its website (Attachment 2).

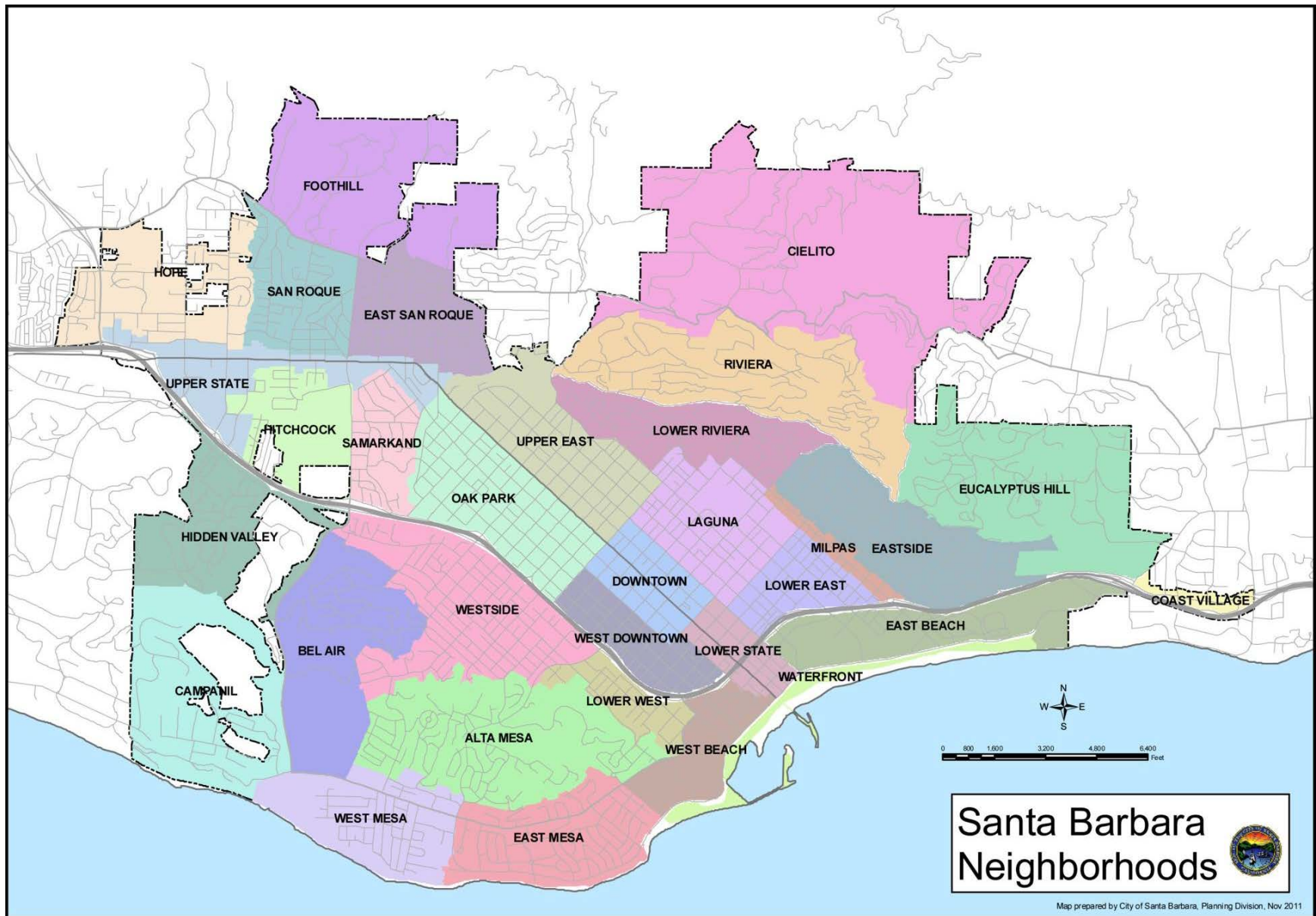
The Neighborhood Advisory Council received a presentation on the Nextdoor website and recommended the City's participation at its meeting on June 13, 2012.

ATTACHMENT(S): 1. City of Santa Barbara Neighborhood Map
2. Nextdoor Website, Frequently Asked Questions

PREPARED BY: Nina Johnson, Assistant to the City Administrator

SUBMITTED BY: James L. Armstrong, City Administrator

APPROVED BY: City Administrator's Office



Nextdoor.com Frequently Asked Questions

Overview

What is Nextdoor?

Nextdoor is a free online platform that enables neighbors to create private social networks for their neighborhood. Using Nextdoor, neighbors can communicate with each other to build stronger and safer neighborhoods.

Nextdoor was created based on the idea that the neighborhood is one of the most important and useful communities in a person's life. Our mission is to bring back a sense of community to the neighborhood.

How does Nextdoor work?

Each neighborhood creates a private Nextdoor website that is accessible only to the residents of that neighborhood. Once neighbors verify their addresses and join their neighborhood website, they can find other neighbors in the resident directory, view a neighborhood map, ask for advice, exchange local recommendations, and share neighborhood information with each other. Neighbors can choose to see and respond to updates via email, or only on the website.

What types of things do people do on Nextdoor?

Neighbors can use their Nextdoor website to ask questions, request and share local service recommendations, sell or donate items they no longer need, and help each other in ways that benefit the entire neighborhood.

Here are some examples of how people are using Nextdoor:

- Give an extra armchair to a neighbor
- Get introduced to a great new babysitter
- Organize a neighborhood barbecue
- Alert fellow neighbors to a recent break-in
- Learn more about upcoming construction projects

How is Nextdoor different from my neighborhood mailing list?

Nextdoor is designed for the specific communication needs of a neighborhood. For example, Nextdoor websites include a neighborhood map and directory of residents, so it's easy to know who you're talking to. When a neighbor shares a recommendation for a favorite local service (e.g. gardener, cleaning service, tutor) it's automatically cataloged so anyone can easily refer back to it at any time.

Unlike mailing lists and groups, Nextdoor makes it easy to stay informed without overwhelming people with too many emails. Members can choose to receive emails about each new post, see everything in a single daily digest, or turn off emails and check the website from new posts from neighbors. In addition, Nextdoor archives and organizes all recommendations for easy use across the neighborhood.

How much does Nextdoor cost?

Nextdoor is completely free for neighborhoods, cities and their residents.

Membership

How do I join my neighborhood's Nextdoor website?

If your neighborhood has already set up a Nextdoor website, you can join it by asking a neighbor to invite you or by visiting [Nextdoor.com](https://nextdoor.com) and signing up. You will be required to verify your address before you can join any Nextdoor website.

My neighborhood isn't on Nextdoor yet. Can I set up my own neighborhood website?

Yes, any motivated neighbor can start a Nextdoor website for their neighborhood. The best person to start a neighborhood website is an active member of their community who can personally invite at least ten neighbors and help get the word out to others. To start the process, simply visit <https://nextdoor.com> and enter your address.

Can neighborhood businesses join Nextdoor?

In some areas, local businesses have joined their neighborhood websites. We do not currently have any special designation for businesses on the website, but business owners are welcomed to join as involved neighbors.

Can I join more than one neighborhood at a time?

Yes, you may join any neighborhood where you live or have a residence. However, you must use a distinct email address when signing up for each Nextdoor neighborhood website.

Whom should I invite to my Nextdoor website?

Anyone who lives in your neighborhood should be invited. If you invite anyone outside the neighborhood boundary, they will be invited to join their neighborhood Nextdoor website.

How do I invite my neighbors to Nextdoor?

Having all of your neighbors on Nextdoor helps to connect the neighborhood and improve communications. You can invite neighbors to the website by clicking the "Invite Neighbors" link on the top-right corner of the website. You can send invitations by email or postcard, or print out flyers to hand out to your neighbors. If you choose to send postcard invitations, Nextdoor will pay for the postage and send them on your behalf.

Safety and privacy

Is using Nextdoor safe? Can we restrict access to certain users?

Nextdoor is a private social network just for your neighbors. We do not tolerate any abusive activity and can restrict access to certain neighbors upon request.

I have a personal safety concern about my Nextdoor website. What should I do?

Please let us know about the issue by reporting it at https://nextdoor.com/report_concern, and we'll investigate right away. Of course, if you have an urgent safety issue, please contact your local authorities.

How do I know that only my neighbors can access Nextdoor?

Nextdoor uses four methods to verify member addresses. Every member must be verified using one of these four methods.

1. Phone verification. If you have a landline phone, you can choose to receive an automated phone call from Nextdoor that will provide you with a unique code to verify your account.

2. Postcards. Nextdoor can send a postcard to a new member's address with a unique code printed on it. The code will allow them to log in and verify their account. This usually takes about 3-5 days.
3. Neighbor invitations. Someone who is already a verified member of the website can vouch for a neighbor by inviting them to their website with an email or postcard invitation.
4. Credit card billing address. Nextdoor can instantly verify a new member's home address through a credit card billing address. While Nextdoor is a free service, banks require a one-time \$0.01 charge to the member's credit card to confirm a person's billing address. We do not store the credit card information and it is not used again.

Who can access my neighborhood on Nextdoor?

Access to your neighborhood's Nextdoor website is password protected and only available to residents.

If you think a non-resident may be accessing your Nextdoor website, let us know by reporting it to support@nextdoor.com

How does Nextdoor use my information?

Your information is only available to you and your neighbors in your Nextdoor neighborhood site. Nextdoor does not share or sell your information to third parties, including advertisers. Please read our privacy policy at https://nextdoor.com/privacy_policy for more information.

How does Nextdoor make money?

Nextdoor is funded by Benchmark Capital and Shasta Ventures and is focused on building a great product first and foremost. We will not sell your information to advertisers, or inundate you with banner ads and pop-ups.

Long-term, we hope to build a revenue model around working with local businesses to provide a special offers section of the website

Access

Who has access to my neighborhood on Nextdoor?

Access to your neighborhood's Nextdoor website is password protected and only available to verified residents. As a result, no one outside your neighborhood can view or post to your neighborhood's website.

Who can post in my neighborhood's website?

Only verified residents of your neighborhood who are logged in to the Nextdoor website can post. No one else has access to any of the content on the website.

Who can read the information posted on my neighborhood's website?

The information you share on Nextdoor is only visible to members who live in your neighborhood and have verified their addresses. The content of your website is not visible to Google or other public search engines.

How do I know that all members of the website are residents of my neighborhood?

Nextdoor uses four methods to verify member addresses. Every member must be verified using one of these four methods.

1. Postcards. Nextdoor can send a postcard to a new member's address with a unique code printed on it. The code will allow them to log in and verify their account. This usually takes about 3-5 days.
2. Home phone. If you have a listed phone number registered to your home address, you can request a free phone call to verify your home address. This can be done instantly.
3. Credit card billing address. Nextdoor can instantly verify a new member's home address through a credit card billing address. Banks require a one-time \$0.01 charge to the member's credit card to confirm a person's billing address. We do not store the credit card information and it is never used again.
4. Neighbor invitations. Someone who is already a verified member of the website can vouch for a neighbor by inviting them to their website with an email, flyer, or postcard invitation.

Why does Nextdoor use address verification?

New members must verify their addresses to ensure that all members are residents of the neighborhood. This helps protect the privacy of everyone on the website so they feel comfortable discussing neighborhood topics and sharing information with neighbors.

How is our neighborhood boundary determined?

Some neighborhood boundaries are automatically generated using data from Maponics, one of the leading providers of geographic data. In places where this data is not available, we work with the people starting the website to determine a boundary that works well for the neighborhood.

If the neighborhood name or boundary needs to be modified, please contact us. We will be happy to work with you to create a more appropriate boundary for your neighborhood.

How can I control the amount of email I get from Nextdoor?

You control the amount of email that you receive. You can choose to be notified of new updates from neighbors as they happen, see everything in a single daily digest, or opt out of emails and go to the website for new updates. You are always in control of which emails you get.

Personal information

Do I have to share my home address with my neighbors?

You may choose to display only your street name on your profile if you'd prefer. To do so, visit your profile and click on the "Edit profile" button. The address setting is located under the map near the bottom of the page.

Do I have to share my email address with my neighbors?

The email address attached to your Nextdoor account is not shared with your neighbors, but you may choose to provide an email address on your profile if you'd like. To do so, click the "Edit profile" button, and add your email address under the "Contact information" header.

If you'd prefer not to share your email address, neighbors can still contact you by sending you a private message on Nextdoor.

Can neighbors contact me if I do not share my email address on Nextdoor?

Yes. Even if you do not share your email address with others on Nextdoor, your neighbors can send you a private message from the Nextdoor website. Private messages can easily be sent from the profile page by clicking on the "Send a message" button under the profile photo. You will be notified via email of the new private message and will be able to respond. At no point will the personal email addresses of either member be revealed.

How does Nextdoor use my information?

Your information is only available to you and your neighbors on Nextdoor. Nextdoor does not share or sell your information to third parties, including advertisers.

City's role on Nextdoor

How does our city use Nextdoor?

Our city uses Nextdoor to send periodic updates to the neighborhoods. The purpose of these posts is to share official alerts, news and other information that is relevant to residents. It's important to note that city officials can only see their own posts and replies to these posts. They can NOT access or view any information that neighbors have shared on their Nextdoor websites. Access to your Nextdoor neighborhood site is restricted to members who can verify that they live within the neighborhood boundary.

What is the city's role in Nextdoor?

The City does not pay for, own, operate, control or moderate any Nextdoor neighborhood social networks. Residents voluntarily choose to use Nextdoor. Using Nextdoor is the same as using Facebook and Twitter - the city has no control or responsibility over the Nextdoor private neighborhood social networks.

How much does this cost the city?

Nextdoor is free to the city, their residents and neighborhoods. Nextdoor is funded by Benchmark Capital and Shasta Ventures, and is focused on building a great product first and

foremost. Nextdoor will not sell your information to advertisers, or inundate you with banner ads and pop-ups. Long-term, Nextdoor hopes to build a revenue model around working with local businesses to provide a special offers section of the website.

About the company

Who created Nextdoor?

The Nextdoor founding team is a group of experienced technology executives whose careers have been focused on building strong online communities.

When was the company founded?

The company was founded in the fall of 2010 when we launched our first neighborhood website in Menlo Park, CA.

Who invested in Nextdoor?

Benchmark Capital and Shasta Ventures have both invested in Nextdoor. Benchmark's Bill Gurley and Shasta Venture's Jason Pressman serve on the board of directors, along with outside board member Rich Barton, Chairman and Co-Founder of Zillow.

How does Nextdoor make money?

Nextdoor is currently focused on delivering the best possible user experience so that neighbors everywhere can come together to build safer and stronger neighborhoods. We are committed to safeguarding users' information, so that no one will be inundated with banner ads, pop-ups, or messages from advertisers that can impede or denigrate the neighborhood feeling of the website.

Our revenue model instead will focus on working with local businesses to provide special offers to members. This will not only benefit members by giving them access to deals they would not find elsewhere, but it also helps generate support for local businesses, in turn strengthening their own neighborhoods.

Nextdoor is currently in a strong cash position, and appreciates the backing of our prominent investors, Benchmark Capital, Shasta Ventures, and select angel investors.



Agenda Item No. _____

File Code No. **440.05**

CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: July 3, 2012

TO: Mayor and Councilmembers

FROM: City Administrator's Office

SUBJECT: Conference With Labor Negotiator

RECOMMENDATION:

That Council hold a closed session, per Government Code Section 54957.6, to consider instructions to City negotiator Kristy Schmidt, Employee Relations Manager, regarding negotiations with the City's General bargaining unit, the Police Management Association, and regarding discussions with certain unrepresented managers about salaries and fringe benefits.

SCHEDULING: Duration, 30 minutes; anytime

REPORT: None anticipated

PREPARED BY: Kristy Schmidt, Employee Relations Manager

SUBMITTED BY: Marcelo López, Assistant City Administrator

APPROVED BY: City Administrator's Office